

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. P00031	3. Effective Date 2013AUG16	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND JONATHAN W. LENZ WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JONATHAN.W.LENZ.CIV@MAIL.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310	Code S2305A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND RD STERLING HEIGHTS, MI 48310-3200	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-13-D-0008
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012OCT30
Code 7W356	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	Agreement of the Parties
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) KENNY K. WONG KENNY.WONG@US.ARMY.MIL (586)282-0538		
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013AUG16

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JONATHAN W. LENZ
 Buyer Office Symbol/Telephone Number: CCTA-AIL-B/(586)282-2054
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 Contract Expiration Date: 2015OCT25

*** End of Narrative A0000 ***

Contract W56HZV-13-D-0008
 Modification P00031

1. This action constitutes an Undefined Contract Action (UCA), W56HZV-13-D-0008 P00031, and signifies the intent of the U.S. Army Contracting Command-Warren to execute a definitive firm-fixed-price contract for performance of the Stryker Exchange Recurring effort as set forth in this UCA, upon the terms and conditions stated therein, which are incorporated into and made a part of this UCA.
2. The contractor is directed to commence performance in accordance with the Section I clause FAR 52.216-23, "Execution and Commencement of Work".
3. This UCA authorizes the contractor to spend up to \$69,287,116 for the scope of work added via this modification (identified by underline in Section C below).
4. The Not-To-Exceed (NTE) Ceiling price for this effort is \$118,704,741.
5. The definitization schedule for this action is as follows:

Date of Qualifying Proposal Submittal:	12 June 2013
Projected Award Date of UCA:	14 August 2013
Projected Date to Start Negotiations:	16 August 2013
Projected Date to Conclude Negotiations:	11 October 2013
Estimated Date of Contract Definitization:	29 November 2013
6. If agreement of a definitive contract to supersede this UCA is not reached by the target date above, or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the Head of Contracting Activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to contractor appeal as provided in the Disputes Clause. In any event, the contractor shall proceed with completion of the contract, subject only to FAR clause 52.216-24, "Limitation of Government Liability".

SIGNED:

Carrie Cunningham
 Contracting Officer
 Date:

ACCEPTANCE OF UCA:

Name of Authorized Representative: _____
 Title: _____
 Signature: _____
 Date: _____

For administrative purposes, the codes are as follows:

DCMA Code: _____

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DCMA Address: _____

DFAS Code: _____

DFAS Address: _____

*** END OF NARRATIVE A0034 ***

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0601	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>DVH STRYKER EXCHANGE INFANTRY CARRIER VEHICLES</u></p> <p>GENERIC NAME DESCRIPTION: DVH EXCHANGE VEHICLES CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2355</p> <p>CLIN 0601 is established by Modification P00031.</p> <p>The Government intends to definitize this CLIN for Double-V Hull (DVH) Stryker Exchange Infantry Carrier Vehicles (XICVV) on a firm-fixed-price basis.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			<p>\$ UNDEFINITIZED</p> <p>NOT TO EXCEED</p>	<p>\$ 69,287,116.00</p> <p>\$ 118,704,741.00</p>

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.13 Exchange

C.13.1 The Exchange Program is designed to produce Stryker Vehicles in current Double-V Hull (DVH) configuration that meet Supply Condition Code A in accordance with (IAW) AR 725-50. Code A is defined as new, used, repaired, or reconditioned material which is serviceable and issuable to all customers without limitation or restrictions. This shall be accomplished through disassembly of Flat Bottom Hull (FBH) Stryker vehicles, inspection of designated components recovered from the FBH Strykers, and repair/replacement of worn or unserviceable items using original manufacturing tolerances and specifications. All components common to both the FBH version and the DVH version of a specific variant, that are mutually designated as reusable by both the Government and Contractor in accordance with the established Parts Acceptance Criteria, will be provided to the Contractor's assembly line as Government Furnished Material (GFM) and utilized in the assembly of a DVH vehicle.

C.13.2 Under this program, Stryker FBH vehicles will be disassembled by the Government for recovery of the reusable components. One of each of the variants listed below will be torn down during the NRE phase. The Contractor shall provide technical assistance during these disassemblies. The Contractor shall develop disassembly instructions for recovery of the reusable components for all Stryker DVH variants. Disassembly instructions are subject to Government approval. The deliverable will include a flat file that will identify recoverable and non-recoverable material (Note: the flat file is a parts list that contains an R suffix affixed to the GFM parts requiring reclamation/revision for the Exchange Program). Recovered reusable material common to both the FBH and the DVH will be refurbished, if needed, by the Government at Anniston Army Depot (ANAD), and provided to the Contractor as serviceable GFM suitable for the purpose of DVH assembly. The Contractor shall perform the following production vehicle engineering support activities: engineering problem root cause and corrective action (RCCA) analysis; alternate design; production problem resolutions (PPR) execution; material problem reporting (MPR); and development and validation of final inspection record (FIR) performance test requirements.

C.13.3 Nonrecurring Engineering (NRE).

C.13.3.1 The Contractor shall develop disassembly instructions for recovery of reusable components for the following Stryker variants and submit IAW CDRL X001. Disassembly instructions are subject to Government approval.

- Infantry Carrier Vehicle (Common Baseline)
- Commanders Vehicle
- Fire Support Vehicle
- Medical Evacuation Vehicle
- Mortar Carrier Vehicle
- Engineer Squad Vehicle
- Reconnaissance Vehicle
- Anti-Tank Guided Missile Vehicle

C.13.3.2 The Contractor shall develop, jointly with ANAD, a proposed list of Government Reworked/Reconfigured Components with rework/reconfiguration guidance for each variant listed above, and shall deliver the list IAW CDRL X002. Each list is subject to Government approval.

C.13.3.3 The Contractor, alongside ANAD and PM-SBCT, shall develop criteria, subject to Government approval, for verifying serviceability of GFM, recommendations to repair or replace unserviceable GFM items, and acceptance criteria for GFM, and submit IAW CDRL X004.

C.13.3.4 The Contractor shall propose a modified Final Inspection Record (FIR) for each Stryker DVH Exchange Vehicle variant used for vehicle acceptance. Proposed modifications are to be presented to the USG IAW CDRL X003, for review and concurrence.

C.13.3.5 The Contractor shall monitor Exchange Program Government Furnished Material (GFM) Reuse/Rework/New (RRN) parts and subassembly definition, and impacts resulting from pending Engineering Change Orders (ECO) and/or joint USG and Contractor cost-benefit analysis. The Contractor shall provide Exchange Program In-Process Review CDRL X005 to propose and document modifications to Exchange Variant RRN bills of material (BOM), including additional rework candidates. Proposed modifications submitted via CDRL X005 will be implemented on a mutually agreed upon basis only.

C.13.4 During pilot disassembly, the Contractor shall provide on-site technical support to Anniston Army Depot (ANAD). Technical support shall consist of monitoring the disassembly of flat bottom variants and developing/providing recommendations and guidance for vehicle and part disassembly, part disposition, and part rework/reconfiguration. Technical support shall also include the performance of technical inspections during the disassembly process.

C.13.5 In the event a non-compliance is discovered, the non-recurring effort to correct said non-compliance will not be covered under the terms and conditions of the Stryker Exchange Delivery Order.

C.13.6 The Contractor shall retain its rights to op sheets created in performance of the NRE effort.

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C.13.7 The Contractor shall provide the required deliverables, technical data and financial reports in the format and scope specified and furnished IAW Contract Data Requirements List, DD Form 1423 as specified in Exhibit A.

C.13.8 The Contractor shall brief the ongoing status of the Exchange Program at the weekly scheduled Production/Exchange Program Management Team Meeting.

C.13.9 In addition to attending the weekly Production Management Team meetings, the parties agree to mutually coordinate and attend meetings to discuss the proposed modifications submitted via CDRL X005, and implement changes to the Exchange process, when warranted and mutually agreed upon.

C.13.10 Conformance with Specifications.

C.13.10.1 Under this contract, the Stryker DVH Exchange Vehicles shall meet the Performance Specifications as provided in Attachment 005.

C.13.10.1.1 The Contractor shall accomplish the exchange required by C.13.1 by utilizing a combination of new components and GFM.

C.13.10.1.2 The Contractor's responsibility to deliver Exchange Vehicles that are compliant with the contract specifications does not include Government Furnished Material (GFM, those items in Attachment X002). If the Government determines that the failure to meet any of the specifications was a result of GFM listed in Attachment X002, the Government will be responsible for the corrective action. Any Government determination of responsibility for corrective action is subject to the Disputes clause of this contract (FAR 52.233-1).

C.13.10.1.4 Final Acceptance. Upon successful completion of the Final Inspection Record (FIR), the Contractor shall present to a Government Quality Assurance Representative (QAR) the vehicle for final inspection and acceptance using a Government Form DD 250.

C.13.11 Exchange Vehicle Baseline.

C.13.11.1 Exchange ICVV shall be manufactured IAW the Contractor's General Assembly ICVV Part Number 12505126, Engineering Release Record (ERR) Number DVH1707, dated 26 April 2012, software version 2.1.1, and Attachment X002 Exchange ICVV Parts List Flat File.

C.13.12 Technical Inspection.

C.13.12.1 A Technical Inspection of each Stryker FBH Vehicle scheduled for induction will be conducted by the USG with participation by the Contractor. This inspection is directed by PM Stryker Combat Brigade Team (SBCT) / TACOM. Logistical arrangements to include selection of donor vehicles and time and location of inspection will be made by the Government. The assessment will provide current configuration and condition of each vehicle using the USG coordinated checklist. The Government will be responsible for any missing GFM on vehicles inducted at ANAD that will be supplied to the Contractor at the Anniston location as GFM IAW Attachment X002. The Government will provide a Vehicle Inspection Report within seven days after completion of the inspection.

C.13.13 Configuration Control.

C.13.13.1 Government Furnished Material.

C.13.13.2 Joint Inspection and Acceptance of GFM recovered from the FBH. The Contractor and ANAD personnel shall conduct a joint inspection and acceptance of GFM recovered from the FBH per the shipping manifest at [ANAD location TBD]. Any deficiencies from the manifest must be mutually agreed to by both the Contractor and ANAD personnel. The Contractor shall deliver the GFM recovered from the FBH to the Contractor's warehouse.

C.13.13.3 The Government furnished items required to be installed in, or delivered with, each Stryker DVH Exchange Vehicle will be provided to the Contractor in accordance with Attachment X002 in Condition Code A, and Attachment X004. The Government will provide the GFM to General Dynamics Anniston Operations (GDAO) no later than 90 days prior to the scheduled month for vehicle exchange DD250.

C.13.14 Contractor Furnished Material. The Contractor shall be responsible for procuring all necessary parts that are not identified as GFM for the manufacture of Stryker DVH Exchange Vehicles.

C.13.15 The Government will provide, on a non-interference basis, rent-free use of the Lima, Ohio Joint Systems Manufacturing Center (JSMC), and Government-owned equipment in the GDLS Scranton facility throughout the performance period of this contract.

C.13.16 Program Status. The Contractor shall brief the ongoing status of the Exchange Program at the weekly scheduled joint Contractor/Government Production Management Team meetings.

C.13.17 Engineering Support

C.13.17.1 Vehicle Production. The contractor shall perform the following engineering support activities, in accordance with the applicable scope at C.1.3, for vehicles produced: Engineering Problem Reports (EPR) Root Cause and Corrective Action (RCCA) analysis;

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alternate design; Factory Problem Report (FPR) execution, Material Problem Report (MPR); and the development and validation of final inspection record (FIR) performance test requirements.

C.13.17.2 The Contractor shall maintain, upgrade, manage and procure licenses required for the manufacturing and testing of the Stryker FOV.

C.13.17.3 Hazardous Material Tracking and Reporting. The Contractor shall support hazardous materials tracking and reporting related to Stryker vehicle production IAW the scope of work at C.1.4 Hazardous Materials.

C.13.18 Production Reports

C.13.18.1 The Contractor shall provide a standard hours report in accordance with CDRL P002.

C.13.18.2 The Contractor shall provide a labor hour report in accordance with CDRL P009.

C.13.19 Product Assurance

C.13.19.1 Quality Engineering (QE)

C.13.19.1.1 The Contractor shall follow its Quality Program in providing the supplies and services required per this contract.

C.13.19.1.2 The Contractor shall perform a QE review of all performance requirements, specifications and related contractor documentation, and conduct OE analysis to determine the type and amount of inspection and test controls that are necessary to meet the required quality requirements. The Government shall have the right to review and assess the Contractor's OE documentation at any time. Whenever there is an Engineering Change Order (ECO), the Contractor shall accomplish OE analysis such that any required inspection controls are proposed concurrently with the ECO.

C.13.19.1.3 The Contractor shall prepare any required changes to the Final Inspection Records (FIRs), and submit in accordance with CDRL X003.

C.13.19.1.4 The Contractor shall prepare the item modification inspection requirements to include the in-process and final acceptance inspection requirements necessary for installing industrial and field modifications.

C.13.19.1.5 Hull weld joint designs and configurations successfully completing live-fire testing shall become the minimum acceptable for production vehicles. Weld joints deviating from those successfully completing live-fire testing (whether in location, extent, completeness, size, filler metal, joint fit-up, process, etc.) shall not be acceptable for production vehicles unless proven by additional live-fire testing. Any such deviation can only be made acceptable by way of repair which restores the original tested and accepted configuration, or through additional live-fire testing, and not solely by engineering analysis, unless otherwise approved by the Government.

C.13.20 Support in Production

C.13.20.1 Engineering Support In Production (ESIP): The Contractor shall perform engineering support in production (ESIP) activities required in support of the vehicle build and delivery. These activities include technical support to Manufacturing and Operations, program management, conduct of program meetings, resolution of problem reports, resolution of vendor problems, engineering/manufacturing effort to maintain and/or update technical data such as drawings for producibility changes, program management or contractor generated Engineering Change Proposals.

C.13.20.2 Records. The contractor shall prepare and maintain complete and up-to-date records of all OE work performed or accomplished for the contract item(s) on this contract. These records shall identify the status and progress of all OE work being planned or accomplished. The Government shall have access to the contractor's OE working records, upon request.

C.31.21 Production Tooling and Test Equipment. The Contractor shall maintain, repair and upgrade manufacturing tools, equipment and test equipment, including Government owned manufacturing tools, equipment and test equipment, as recommended by the manufacturer or as dictated by historical data. The Contractor shall calibrate all test equipment as recommended by the manufacturer or as dictated by historical data.

C.31.22 Production Management Team Meeting. The Contractor shall conduct a weekly joint production meeting for Government and Contractor personnel to report the status of the Stryker Vehicle production, acceptance and deliveries. The Contractor shall also report the status of new and ongoing contractual, production, quality, engineering and vendor issues that impact vehicle acceptance and delivery. The meeting will be held at the Contractor's facility with a teleconference capability provided for off-site participants. E-mail notification of the day, time and location is acceptable.

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*** END OF NARRATIVE C0016 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.11 Production & Exchange Provisions

H.11.1 Commingling of Material

H.11.1.1 The contractor and its subcontractors are authorized to commingle material produced, purchased or otherwise furnished by the contractor and its subcontractors under this delivery order.

H.11.2 Production Break

H.11.2.1 In the event the Government causes a break in production greater than 30 days, the contractor shall be entitled to an equitable adjustment of the contract price. Such adjustment will be provided under a separate proposal after the production break occurs.

H.11.2.2 This equitable adjustment provision does not apply when the contractor is 30 or more days delinquent in delivery under this delivery order, provided such delinquency is not an excusable delay as defined in FAR 52.233-1, Disputes.

*** END OF NARRATIVE H0011 ***

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	52.216-23	EXECUTION AND COMMENCEMENT OF WORK	APR/1984

Reference Modification P00031 UCA for Stryker Exchange Recurring Effort:

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 14 August 2013. Upon acceptance by both parties, the Contractor shall proceed with performance of the work in order to meet the delivery schedule as outlined in Delivery Order 0010.

(End of Clause)

I-2 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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Reference Modification P00031 UCA for Stryker Exchange Recurring Effort:

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$69,287,116.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$69,287,116.

(End of Clause)

I-3 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	DEC/2012
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Reference Modification P00031, UCA for Stryker Exchange Recurring Effort

(a) A firm-fixed-price is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has already submitted a firm-fixed-price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Date of Qualifying Proposal Submittal:	12 June 2013
Projected Award Date of UCA:	14 August 2013
Projected Date to Start Negotiations:	16 August 2013
Projected Date to Conclude Negotiations:	11 October 2013
Estimated Date of Contract Definitization:	29 November 2013

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officers determination of price or fee, the contract shall be governed by

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officers determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Not To Exceed (NTE) price ceiling in no event to exceed \$118,704,741.

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(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit FR	CDRL P002 - STANDARD HOURS REPORT			EMAIL
Exhibit FS	CDRL P009 - LABOR HOUR REPORT			EMAIL
Attachment 0083	ATTACHMENT X002 - EXCHANGE FLAT FILES			EMAIL
Attachment 0084	ATTACHMENT X004 - EXCHANGE ACCEPTANCE CRITERION			EMAIL
Attachment 0085	ATTACHMENT P004 - GOVERNMENT FURNISHED MATERIAL LIST			EMAIL