

|  |                                       |  |                                       |
|--|---------------------------------------|--|---------------------------------------|
| <b>2. Amendment/Modification No.</b><br>07 | <b>3. Effective Date</b><br>2001AUG03 | <b>4. Requisition/Purchase Req No.</b><br>SEE SCHEDULE | <b>5. Project No. (If applicable)</b> |
|--|---------------------------------------|--|---------------------------------------|

|   |             |        |  |             |        |
|---|-------------|--------|--|-------------|--------|
| <b>6. Issued By</b><br>TACOM<br>SFAB-GCSS-WBCTP<br>LESLIE LEWIS (810)753-2072<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br>EMAIL: LEWISL@TACOM.ARMY.MIL | <b>Code</b> | W56HZV | <b>7. Administered By (If other than Item 6)</b><br>DCM DETROIT<br>U.S. ARMY TANK-AUTOMOTIVE AND<br>ARMAMENTS COMMAND (TACOM)<br>BLDG 231 ATTN: DCMDE-GJD<br>WARREN, MI 48397-5000 | <b>Code</b> | S2305A |
|   |             |        | SCD A PAS NONE ADP PT SC1012   |             |        |

|   |                                     |   |
|---|-------------------------------------|---|
| <b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b><br><br>GM GDLS DEFENSE GROUP L.L.C.<br>14920 TWENTY-THREE MILE ROAD<br>SHELBY TOWNSHIP, MI 48315<br><br>TYPE BUSINESS: Large Business Performing in U.S. | <input type="checkbox"/>            | <b>9A. Amendment Of Solicitation No.</b>                                |
|   | <input type="checkbox"/>            | <b>9B. Dated (See Item 11)</b>  |
|   | <input checked="" type="checkbox"/> | <b>10A. Modification Of Contract/Order No.</b><br>DAAE07-00-D-M051/0001 |
| <b>Code</b> INLE2   | <b>Facility Code</b>                | <b>10B. Dated (See Item 13)</b><br>2000NOV16                            |

**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)**  
ACRN: AC NET INCREASE: \$1,935,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: B It Modifies The Contract/Order No. As Described In Item 14.

|                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/>            | A. This Change Order is Issued Pursuant To:<br>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: FAR 52.243-1   |  |
| <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.

|   |   |
|---|---|
| <b>15A. Name And Title Of Signer (Type or print)</b>                                    | <b>16A. Name And Title Of Contracting Officer (Type or print)</b><br>SUSAN BUDRYS<br>BUDRYSS@TACOM.ARMY.MIL (810)753-2054 |
| <b>15B. Contractor/Offeror</b><br><br>_____<br>(Signature of person authorized to sign) | <b>15C. Date Signed</b>   |
|   | <b>16B. United States Of America</b><br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer)                       |
|   | <b>16C. Date Signed</b>   |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 5**

PIIN/SIIN DAAE07-00-D-M051/0001

MOD/AMD 07

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

## SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES/ENGINEERING MANUFACTURING DEVELOPMENT  
(EMD)

1. This Modification 07 to Delivery Order 0001 is a bilateral agreement under Requirements Contract DAAE07-00-D-M051.
2. Pursuant to clause I.73 of the contract entitled, "Changes - Fixed Price FAR 52.243-1 (AUG 1987), the contractor shall provide for the fabrication and procurement of the following hardware to support Mobile Gun System (MGS) Ammunition Re-qualification Testing and Production Qualification Testing (PQT):

| <u>ITEM</u>                                    | <u>QUANTITY</u> |
|--|-----------------|
| M68A1 Cannons including Gun Tubes and Breeches | 5 each          |
| M68A1 Gun Tubes                                | 5 each          |
| Autoloader                                     | 1 each          |
| to include:                                    |                 |
| - Rammer/Elevator Assembly                     | 1 each          |
| - Carousel                                     | 1 each          |
| - Replenisher                                  | 1 each          |
| - Replenisher Controller                       | 1 each          |
| - Autoloader Controller                        | 1 each          |
| - Loaned Breech Mechanism - Rework Only        | 1 each          |
| - Loaned Cannon - Rework Only                  | 1 each          |
| - Breech Control/Activation Assembly           | 1 each          |
| - Hydraulics Package for ALS                   | 1 each          |
| - Autoloader Test Stand                        | 1 each          |
| - Electronic Positioning Sensors               | 1 each          |
| - Surrogate Control Hardware                   | 1 each          |

3. The period of performance for this effort will begin the date this modification is signed. The estimated completion date is 31 December 2002.

4. The following clauses apply to this delivery order:

|                    |   |
|--------------------|---|
| FAR 52.216-24      | Limitation of Government Liability                |
| FAR 52.216-26      | Payments of Allowable Costs before Definitization |
| DFARS 252.217-7027 | Contract Definitization                           |

5. The definitized contract is planned to be firmed fixed price with the following definitization schedule:

|   |             |
|---|-------------|
| Projected Award Date of UCA/Letter Contract | 03 Aug 2001 |
| Projected Date to Begin Alpha Effort        | 20 Aug 2001 |
| Projected Completion Date of Alpha Effort   | 31 Dec 2001 |
| Estimated Date of Contract Definitization   | 30 Jan 2002 |

6. The contractor agrees to accomplish the effort described above at a Not-to-Exceed Ceiling Price of \$3,870,000.00.

7. The limitation of government liability amount is \$1,935,000.00.

8. The total dollars funded for this action are \$1,935,000.00.

9. The total amount obligated for Delivery Order 0001 is increased by \$1,935,000.00 from \$93,664,912.00 to \$95,579,912.00.

10. Except as specifically stated above, all other terms and conditions of Delivery Order 0001 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 007 \*\*\*

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

| ITEM NO       | SUPPLIES/SERVICES   | QUANTITY    | UNIT | UNIT PRICE | AMOUNT        |                 |             |     |   |             |  |  |  |                        |
|---------------|---|-------------|------|------------|---------------|-----------------|-------------|-----|---|-------------|--|--|--|------------------------|
| 0006AF        | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: EMD - MGS TEST HARDWARE<br/>                     SECURITY CLASS: Unclassified<br/>                     PRON: X112C013X1 PRON AMD: 01 ACRN: AC<br/>                     AMS CD: 643653</p> <p>Fabrication and procurement of the following hardware to support Mobile Gun System (MGS) Ammunition and Re-Qualification Testing and Production Qualification Testing (PQT):</p> <p>M68A1 Cannons including Gun Tubes and Breeches 5 each<br/>                     M68A1 Gun Tubes 5 each<br/>                     Autoloader 1 each<br/>                     to include:<br/>                     - Rammer/Elevator Assembly 1 each<br/>                     - Carousel 1 each<br/>                     - Replenisher 1 each<br/>                     - Replenisher Controller 1 each<br/>                     - Autoloader Controller 1 each<br/>                     - Loaned Breech Mechanism - Rework Only 1 each<br/>                     - Loaned Cannon - Rework Only 1 each<br/>                     - Breech Control/Activation Assembly 1 each<br/>                     - Hydraulics Package for ALS 1 each<br/>                     - Autoloader Test Stand 1 each<br/>                     - Electronic Positioning Sensors 1 each<br/>                     - Surrogate Control Hardware 1 each</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2002</td> </tr> </table> <p style="text-align: right;">\$ 1,935,000.00</p> | DLVR SCH    |      | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 0 | 31-DEC-2002 |  |  |  | <p>\$ 1,935,000.00</p> |
| DLVR SCH      |   | PERF COMPL  |      |            |               |                 |             |     |   |             |  |  |  |                        |
| <u>REL CD</u> | <u>QUANTITY</u>   | <u>DATE</u> |      |            |               |                 |             |     |   |             |  |  |  |                        |
| 001           | 0   | 31-DEC-2002 |      |            |               |                 |             |     |   |             |  |  |  |                        |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE07-00-D-M051/0001 **MOD/AMD** 07

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE<br>ITEM | PRON/<br>AMS CD      | OBLG STAT/<br>ACRN JOB ORD NO | PRIOR AMOUNT  | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>AMOUNT |
|--------------|----------------------|-------------------------------|---------------|-----------------------------|----------------------|
| 0006AF       | X112C013X1<br>643653 | AC 1<br>1GXC13                | 0.00 \$       | 1,935,000.00 \$             | 1,935,000.00         |
|              |                      |                               | NET CHANGE \$ | 1,935,000.00                |                      |

| SERVICE<br>NAME | NET CHANGE<br>BY ACRN | ACCOUNTING CLASSIFICATION             | ACCOUNTING<br>STATION | INCREASE/DECREASE<br>AMOUNT |
|-----------------|-----------------------|---------------------------------------|-----------------------|-----------------------------|
| Army            | AC                    | 21 12040000015R5R07P643653255Y S20113 | W56HZV                | \$ 1,935,000.00             |
|                 |                       |                                       | NET CHANGE \$         | 1,935,000.00                |

|                       | PRIOR AMOUNT<br>OF AWARD | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 93,644,912.00         | \$ 1,935,000.00             | \$ 95,579,912.00        |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 5**

PIIN/SIIN DAAE07-00-D-M051/0001

MOD/AMD 07

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

## SECTION I - CONTRACT CLAUSES

| <u>Status</u>   | <u>Regulatory Cite</u> | <u>Title</u>                                      | <u>Date</u> |
|---|------------------------|---|-------------|
| I-1   | 52.216-26              | PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION | MAR/2000    |
| I-2 CHANGED   | 52.216-24              | LIMITATION OF GOVERNMENT LIABILITY                | APR/1984    |
| (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$1,935,000.00 dollars. |                        |   |             |
| (b) The maximum amount for which the Government shall be liable if this contract is terminated is 1,935,000.00 dollars.<br>(End of clause)    |                        |   |             |

I-3 CHANGED 252.217-7027 CONTRACT DEFINITIZATION OCT/1998  
(a) A firm fixed price contract 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 agrees to submit a firm proposal and cost or pricing data supporting its proposal.

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

|                                      |             |
|--------------------------------------|-------------|
| Target Date for Definitization:      | 30 Jan 2002 |
| Submission of Proposal:              | 03 Oct 2001 |
| Beginning of Negotiations:           | 05 Nov 2001 |
| Submission of Make-or-Buy:           | N/A         |
| Submission of Subcontracting Plan:   | N/A         |
| Submission of Cost and Pricing Data: | 30 Jan 2002 |

(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 Officer's 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 Officer's 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 price in no event to exceed \$3,870,000.00.

(End of clause)