

<b>2. Amendment/Modification No.</b> E7	<b>3. Effective Date</b> 2003JUN12	<b>4. Requisition/Purchase Req No.</b> SEE SCHEDULE	<b>5. Project No. (If applicable)</b>
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<b>6. Issued By</b> TACOM SFAB-GCS-W-BCTP JOE CLAYTON (586)753-2084 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLAYTONJ@TACOM.ARMY.MIL	<b>Code</b>	W56HZV	<b>7. Administered By (If other than Item 6)</b> DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000	<b>Code</b>	S2305A
			SCD C PAS NONE ADP PT SC1012		

<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI. 48315  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> DAAE07-00-D-M051/0001
<b>Code</b> INLE2	<b>Facility Code</b>	<b>10B. Dated (See Item 13)</b> 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: AM NET INCREASE: \$725,000.00

**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: 52.243-1 Changes Fixed Price	
<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> SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)573-2072
<b>15B. Contractor/Offeror</b>  (Signature of person authorized to sign)	<b>15C. Date Signed</b>
	<b>16B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)
	<b>16C. Date Signed</b> 2003JUN12

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

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

MOD/AMD B7

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Program: Stryker Family of Armored Vehicles

1. This Modification B7 to Delivery Order 0001 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Pursuant to FAR Clause 52.243-1 Changes - Fixed Price (Aug 1987), contained in the contract, the Government hereby authorizes the contractor to incorporate hardware changes into the four EMD Nuclear Biological Chemical Reconnaissance Vehicles (NBCRV) resulting from development efforts performed under CLINs 6000BA and 6004AA of Delivery Order 0001 from the revised NBCRV 2000.9 Performance Specification.
3. DFARS 217.7404-4 entitled, "Limitations on Obligations", states "The Government shall not obligate more than 50 percent of the not-to-exceed price before definitization." The contractor's proposal addressed only the additions to the vehicle configuration and not the deletes from the vehicle configuration therefore, the Government will only fund 25 percent of the not-to-exceed price.
4. The following clauses apply to this modification:  
  
FAR 52.216-24            Limitation of Government Liability  
DFARS 252.217-7027    Contract Definitization
5. Definitization of this modification is planned to be on a Firm-Fixed-Price basis with the following definitization schedule:  
  
Proposal receipt date:                    29 May 03  
Projected date to begin Alpha effort:    05 Jun 03  
Projected completion of alpha effort:    07 Jul 03  
Projected definitization date:            31 Jul 03
6. The contractor agrees to perform the work described above for a Not-To-Exceed ceiling price of \$2,900,000.
7. The limitation of Government liability amount is \$725,000.
8. The total amount funded for this effort is \$725,000. CLAN 6003AA is established for this purpose.
9. As a result of this modification B7, the total amount obligated under Delivery Order 0001 is increased by \$725,000.
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 104 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT														
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																		
6003	SECURITY CLASS: Unclassified																		
6003AA	<p><u>SERVICES LINE ITEM</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      NOUN: NBCRV SPEC REV, EMD HARDWARE                      PRON: X132C006X1 PRON AMD: 01 ACRN: AM                      AMS CD: 643653C0300</p> <p>CLIN Added By Modification B7</p> <p>(End of narrative B001)</p> <p>Hardware changes to the four EMD Nuclear Biological Chemical Reconnaissance Vehicles (NBCRV) resulting from development efforts performed under CLINs 6000BA and 6004AA of Delivery Order 0001 from the revised NBCRV 2000.9 Performance Specification.</p> <p>Ceiling Price: \$2,900,000                      Limit of Government Liability: \$ 725,000</p> <p>Billing for this effort may be submitted according to the following schedule:</p> <table data-bbox="267 1249 747 1365"> <tr> <td>13 May 2003</td> <td>\$ 181,250</td> </tr> <tr> <td>20 Jun 2003</td> <td>\$ 181,250</td> </tr> <tr> <td>15 Jul 2003</td> <td>\$ 181,250</td> </tr> <tr> <td>22 Jul 2003</td> <td>\$ 181,250</td> </tr> </table> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table data-bbox="267 1627 771 1711"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>31-AUG-2003</td> </tr> </table> <p>\$ 725,000.00</p>	13 May 2003	\$ 181,250	20 Jun 2003	\$ 181,250	15 Jul 2003	\$ 181,250	22 Jul 2003	\$ 181,250	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>DATE</u>	001	31-AUG-2003				\$ 725,000.00
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001	31-AUG-2003																		

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE07-00-D-M051/0001 **MOD/AMD** B7

**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
6003AA	X132C006X1 643653C0300	AM 1 3GXC06	0.00 \$	725,000.00 \$	725,000.00
			NET CHANGE \$	725,000.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AM	21 32040000035R5R07P643653255Y S20113	W56HZV	\$ 725,000.00
				NET CHANGE \$ 725,000.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 286,530,050.88	\$ 725,000.00	\$ 287,255,050.88

Billing for this effort may be submitted according to the following schedule:

13 May 2003	\$ 181,250
20 Jun 2003	\$ 181,250
15 Jul 2003	\$ 181,250
22 Jul 2003	\$ 181,250

\*\*\* END OF NARRATIVE G 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 5 of 5</b>
	PIIN/SIIN DAAE07-00-D-M051/0001      MOD/AMD B7	

**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED 52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$725,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$725,000.00 dollars.  
(End of clause)

I-2 CHANGED 252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(a) A Fixed-Price type 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:	31 July 2003
Submission of Proposal:	29 May 2003
Beginning of Negotiations:	7 June 2003
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	29 May 2003

(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 \$2,900,000.00.

(End of clause)