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| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 2 of 5 |
| | PIIN/SIIN DAAE07-00-D-M051/0001 MOD/AMD 52 | |
| Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C. | | |

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Family of Interim Armored Vehicles, Engineering and Manufacturing Development (EMD)

1. Modification 52 to Delivery Order 0001 under Requirements Contract DAAE07-00-D-M051 is a Ceiling Price Change Order for Contractor Support of early Government performance testing of the Engineering Squad Vehicle (ESV).
2. Pursuant to FAR Clause 52.243-2 Changes Cost Reimbursement (Alternate II (April 1984)) (Aug 1987), contained in the contract, the Government hereby requires the contractor to provide training and technical support, provide a field service representative, provide a set of IAV wheel and tire assemblies, and provide an IAV drivers seat to the test site in support of early Government ESV surrogate (DDGM 15) performance testing at Yuma Proving Ground. Technical support will include vehicle systems support, consultation in test plan design, test course design, and vehicle instrumentation, test observation, as well as evaluation and response to TIRs.
3. The period of performance for this effort will begin the date this modification is signed. The estimated completion date for this effort is 30 Sep 2002.
4. The contractor agrees to accomplish the efforts described above, for a Not-To-Exceed Ceiling Price of \$1,046,175 inclusive of fee.
5. The limitation of Government liability amount under this effort is \$489,800.
6. The total amount funded for this effort is \$489,800.
7. The obligated amount under Delivery Order 0001 will increase by \$489,800.
8. The following clauses are added by this modification:
 - FAR 52.216-24 Limitation of Government Liability (Apr 1984)
 - FAR 52.216-26 Payment of Allowable Costs Before Definitization (Mar 2000)
 - DFARS 252.217-7027 Contract Definitization (Oct 1998)
9. The definitized contract will be cost plus award fee with the following definitization schedule:

| | |
|---|-------------|
| Projected Date to Begin Alpha Effort | 16 May 2002 |
| Projected Date for Receipt of Definitization Proposal | 24 May 2002 |
| Projected Completion Date of Alpha Effort | 12 Jun 2002 |
| Projected Date of contract Definitization | 28 Jun 2002 |
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 053 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0001 MOD/AMD 52

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | |
|---------------|--|-------------|------|------------|---------------|-----------------|-------------|-----|---|-------------|--|--|--|---------------|
| 6000BB | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: KR SPT OF ESV TESTING SECURITY CLASS: Unclassified PRON: X122C017X1 PRON AMD: 01 ACRN: AG AMS CD: 643653C0300</p> <p>Provide technical and field service representative support, provide a set of IAV wheel and tire assemblies, and an IAV drivers seat in support of early Government performance testing of the ESV surrogate (DDGM 15) at Yuma Proving Ground.</p> <p>Ceiling Price: \$1,046,175 Limitation of Government Liability: \$ 489,800</p> <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 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>30-SEP-2002</td> </tr> </table> <p>\$ 489,800.00</p> | DLVR SCH | | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 0 | 30-SEP-2002 | | | | \$ 489,800.00 |
| DLVR SCH | | PERF COMPL | | | | | | | | | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | | | | | | | | | | | | |
| 001 | 0 | 30-SEP-2002 | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0001 **MOD/AMD** 52

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

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE ITEM | PRON/ AMS CD | OBLG STAT/ ACRN JOB ORD NO | PRIOR AMOUNT | INCREASE/DECREASE AMOUNT | CUMULATIVE AMOUNT |
|--------------|---------------------------|-------------------------------|---------------|-----------------------------|----------------------|
| 6000BB | X122C017X1 643653C0300 | AG 1 2GXC17 | 0.00 \$ | 489,800.00 \$ | 489,800.00 |
| | | | NET CHANGE \$ | 489,800.00 | |

| SERVICE NAME | NET CHANGE BY ACRN | ACCOUNTING CLASSIFICATION | ACCOUNTING STATION | INCREASE/DECREASE AMOUNT |
|-----------------|-----------------------|---------------------------------------|-----------------------|-----------------------------|
| Army | AG | 21 22040000025R5R07P643653255Y S20113 | W56HZV | \$ 489,800.00 |
| | | | | NET CHANGE \$ 489,800.00 |

| | PRIOR AMOUNT OF AWARD | INCREASE/DECREASE AMOUNT | CUMULATIVE OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 196,021,437.50 | \$ 489,800.00 | \$ 196,511,237.50 |

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 \$489,800.00 dollars. | | | |
| (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$489,800.00 dollars. (End of clause) | | | |

I-3 CHANGED 252.217-7027 CONTRACT DEFINITIZATION OCT/1998

(a) A Firm Fixed Price and Cost Plus Award Fee 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: | 28 Jun 2002 |
| Submission of Proposal: | 24 May 2002 |
| Beginning of Negotiations: | 17 Jun 2002 |
| Submission of Make-or-Buy: | N/A |
| Submission of Subcontracting Plan: | N/A |
| Submission of Cost and Pricing Data: | N/A |

(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 \$ 1,046,175.00.

(End of clause)