

2. Amendment/Modification No. 09	3. Effective Date 2001NOV21	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM SFAB-GCSS-WBCTP LESLIE LEWIS (586)753-2072 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: LEWISL@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000	Code	S2305A
			SCD A PAS NONE ADP PT SC1012		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.	<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. DAAE07-00-D-M051/0002
	<input type="checkbox"/>	10B. Dated (See Item 13) 2000NOV16
Code INLE2	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)
ACRN: AA NET INCREASE: \$4,049,327.00

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

It Modifies The Contract/Order No. As Described In Item 14.

<input checked="" type="checkbox"/>	A. This Change Order is Issued Pursuant To: FAR 52.243-1	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 type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<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) SUSAN BUDRYS BUDRYSS@TACOM.ARMY.MIL (810)753-2054		
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

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	PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 09	
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES

1. This bilateral Modification 09 to Delivery Order 0002 under Requirements Contract DAAE07-00-D-M051 is a change order.
2. Pursuant to clause I.73 of the Requirements Contract entitled, "Changes-Fixed Price", FAR 52-243-1, August 1987, the Government authorizes the Contractor to integrate the M88 Automatic Chemical Agent Detector Unit into 167 Infantry Carrier Vehicles (ICVs), 66 Reconnaissance Vehicles (RVs), 51 Mortar Carrier Vehicles (MCs), 40 Commander's Vehicles (CVs), 27 Fire Support Vehicles (FSVs), 22 Engineer Squad Vehicles (ESVs), 27 Medical Evacuation Vehicles (MEVs), and 52 Anti-Tank Guided Missile Vehicles (ATGMs).
3. The contractor shall incorporate the M88 inside the vehicles with exterior sampling capability. The M88 (less the battery pack) will be provided to the contractor as Government Furnished Material (GFM). The contractor shall integrate the M88 into the ICVs, RVs, MCs, CVs, FSVs, ESVs, MEVs, and ATGMs in the quantities listed above, provide mounting provisions, vehicle power, FBCB2 integration, remote alarm, and a vapor transfer system. After integration is completed, the ICVs, RVs, MCs, CVs, FSVs, ESVs, MEVs and ATGMs shall perform in accordance with the requirements in the IAV Performance Specification 2000.1, paragraph 3.1.1.4.2.4.1 as revised in Delivery Order 0001, Modification 20.
4. The period of performance for this effort will begin the date this Modification 09 is signed and will be completed by 01 Mar 2003. Production incorporation for this change is estimated at vehicle 143. In-field installation will occur at Fort Lewis for vehicles 1 through 142.
5. Costs associated with the application for Army/NRC licenses or permits related to handling or storage of the M88 Detector at GM Defense and GDLS facilities are not included in this modification. Additionally, material handling and training costs associated with designating the M88 as GFM are not included in this modification.
6. CLIN 9000AA is hereby established and added to Section B of this Delivery Order.
7. 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
8. The definitized contract is planned to be firm-fixed-price with the definitization schedule as listed in Clause I.1, DFARS 252.217-7027 entitled "Contract Definitization" of this Modification 09.
9. The contractor agrees to accomplish this effort at a Not-To-Exceed Ceiling Price of \$8,098,654.00. This ceiling price includes the retrofit costs for the ICVs, RVs, CVs and MCs that will have been delivered prior to production cut-in.
10. The limitation of government liability amount is \$4,049,327.00.
11. The total amount funded for this effort is \$4,049,327.00.
12. The total amount obligated for Delivery Order 0002 is increased by 4,049,327.00.
13. Except as specifically stated above, all other terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 012 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 09

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
9000AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: M88 VEHICLE INTEGRATION SECURITY CLASS: Unclassified PRON: X11GX153X1 PRON AMD: 01 ACRN: AA AMS CD: 311071</p> <p>Integration of M88 Automatic Chemical Agent Detector Unit inside 452 vehicles with exterior sampling capability. The contractor shall provide mounting provisions, vehicle power, FBCB2 integration, remote alarm, and a vapor transfer system. After integration is completed, the vehicles shall perform in accordance with the requirements of the IAV Performance Specification 2000.1, paragraph 3.1.1.4.2.4.1 as revised in Delivery Order 0001, Modification 20.</p> <p>(End of narrative B001)</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>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>0</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>01-MAR-2003</td> </tr> </table> <p>\$ 4,049,327.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	0		<u>DATE</u>		01-MAR-2003				\$ 4,049,327.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	0														
	<u>DATE</u>														
	01-MAR-2003														

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0002 **MOD/AMD** 09

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS_CD	ACRN	OBLG STAT/ JOB_ORD_NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
9000AA	X11GX153X1 311071	AA	1 1GXP01	0.00 \$	4,049,327.00 \$	4,049,327.00
				NET CHANGE \$	4,049,327.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113	W56HZV	\$ 4,049,327.00
				NET CHANGE \$ 4,049,327.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 693,731,652.00	\$ 4,049,327.00	\$ 697,780,979.00

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-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 \$4,049,327.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$4,049,327.00 dollars.

(End of clause)

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MOD/AMD 09

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 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998

(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 agrees to submit a firm-fixed-price proposal and cost or pricing data supporting its proposal.

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

Target Date for Definitization:	24 May 02
Submission of Proposal:	19 Feb 02
Beginning of Negotiations:	17 Jan 01
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	24 May 02

(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 firm-fixed-price in no event to exceed \$8,098,654.00.

[End of Clause]

I-2 ADDED	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	APR/1984
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(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing progress payments to subcontractors under fixed-price subcontracts; provided, that the Government's payment to the Contractor shall not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition

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

Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every two weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term costs includes--

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(i) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(ii) Direct labor;

(iii) Direct travel;

(iv) Other direct in-house costs; and

(v) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(e) Small business concerns. A small business concern may receive more frequent payments than every two weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though it has not yet paid for such items or services.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

(End of clause)