

<b>2. Amendment/Modification No.</b> CK	<b>3. Effective Date</b> 2003APR28	<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 LESLIE LEWIS (586)753-2054 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: LEWISL@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 A 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 L.L.C. 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-M051/0002
<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: AA NET INCREASE: \$1,500,000.00

**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: 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: Mutual 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.

<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> 2003APR28

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

PIIN/SIIN DAAE07-00-D-M051/0002

MOD/AMD CK

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

## SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF STRYKER VEHICLES

1. This Modification CK to Delivery Order 0002 of Requirements Contract DAAE07-00-D-M051 is a bilateral agreement.
2. Pursuant to Clause I.73 of the contract entitled, "Changes - Fixed Price FAR 52.243-1 (AUG 1987), the Government hereby recognizes the premium costs associated with the accelerated delivery of three hundred fifty-six (356) 14.5 Level A Armor Enhanced Protection Kits. The premium costs to be recognized consist of the following items:
  - a. premium costs from the armor vendors
  - b. premium manufacturing time
  - c. premium packaging time
  - d. and expedited transportation costs
3. The period of performance begins 07 Apr 03 as authorized in Procuring Contracting Officer (PCO) letter dated 07 Apr 03, subject as outlined in #2 above. Premium costs cover shipments beginning 07 Apr 03 in accordance with the schedule outlined and to the location listed below:
  - a. 50 partial kits by May 2, 2003 (estimated)
  - b. 100 partial kits by May 9, 2003 (estimated)
  - c. 100 partial kits by May 16, 2003(estimated)
  - d. 106 partial kits by May 23, 2003(estimated)
  - e. 356 kit completion packages by May 30, 2003(estimated)

GM GDLS Defense Group LLC  
GSA Warehouse #1  
2701 C Street SW  
Auburn, WA 98001

DODAAC - CK0RK3
4. The following clauses apply to this Modification CK:

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 firm fixed price with the following definitization schedule:

Projected Award Date of HCA/Letter Contract	18 APR 03
Projected Date to Begin Alpha Effort	16 JUN 03
Projected Completion Date of Alpha Effort	17 JUL 03
Projected Date of Contract Defnitionization	03 OCT 03
6. As a result of this modification CLIN 9007AA is hereby established.
7. The contractor agrees to accomplish this effort at a Not-to-Exceed Ceiling Price of \$3,000,000.00.
8. The limitation of Government liability amount is \$1,500,000.00.
9. The total amount funded for this effort is \$1,500,000.00.
10. The total amount for Delivery Order 0002 is increased by \$1,500,000.00.
11. 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 119 \*\*\*

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
9007	SECURITY CLASS: Unclassified										
9007AA	<u>SERVICES LINE ITEM</u>				\$ 1,500,000.00						
	NOUN: 14.5 ARMOR KITS ACCEL DELIV PRON: X11GX229X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180008										
	The amount reflected represents the premium costs for vendors, manufacturing time, packaging time and expedited transportation costs to expedite delivery in accordance with the following schedule and to the location listed below.										
	50 partial kits by May 2, 2003 (estimated) 100 partial kits by May 9, 2003 (estimated) 100 partial kits by May 16, 2003 (estimated) 106 partial kits by May 23, 2003 (estimated) 356 kit completion packages by May 30, 2003 (estimated)										
	GM GDLS Defense Group LLC GSA Warehouse #1 2701 C Street SW Auburn, WA 98001										
	DODAAC: CK0RK3										
	Ceiling Price: \$3,000,000.00 Limitation of Government Liability \$1,500,000.00										
	(End of narrative B001)										
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination										
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0"> <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-MAY-2003</td> </tr> </table> <p style="text-align: right;">\$ 1,500,000.00</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAY-2003				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	31-MAY-2003									

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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

**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
9007AA	X11GX229X1 31107180008	AA	2 1GXP01	\$ 0.00	\$ 1,500,000.00	\$ 1,500,000.00
				NET CHANGE	\$ 1,500,000.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113	W56HZV	\$ 1,500,000.00
				NET CHANGE \$ 1,500,000.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 684,947,649.28	\$ 1,500,000.00	\$ 686,447,649.28

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

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PIIN/SIIN DAAE07-00-D-M051/0002

MOD/AMD CK

**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	DEC/2002

I-2 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 \$1,500,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$1,500,000.00 dollars.  
(End of clause)

I-3 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(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 qualifying proposal and cost or pricing data supporting its proposal.

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

Target Date for Definitization:	03 Oct 2003
Submission of Proposal:	17 May 2003
Beginning of Negotiations:	16 Jun 2003
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	03 Oct 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 firm-fixed-price in no event to exceed \$3,000,000.00.

[End of Clause]