

<b>2. Amendment/Modification No.</b> 01	<b>3. Effective Date</b> 2002MAR27	<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-GCSS-WBCTP MAJ WOLF PETERMANN (586)753-2074 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PETERMAW@TACOM.ARMY.MIL	<b>Code</b>	W56HZV	<b>7. Administered By (If other than Item 6)</b> DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-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-M051/0008
<b>Code</b> INLE2	<b>Facility Code</b>	<b>10B. Dated (See Item 13)</b> 2001JUN20

**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: \$8,049,006.00

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

KIND MOD CODE: C 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: IAW I-86, FAR 52.249-2	
<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> 2002MAR27

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

PIIN/SIIN DAAE07-00-D-M051/0008

MOD/AMD 01

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

## SECTION A - SUPPLEMENTAL INFORMATION

1. This bilateral Modification 01 to Delivery Order 0008 to 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 conduct Fielding and NET activities at Ft. Lewis, with range training at Yakima (YTC) for 348 Interim Armored Vehicles. This entails conducting OPNET and FLMNET in accordance with Government provided training schedules. Hand off to units will take place at Ft. Lewis. Four (4) soldiers per vehicle/ per variant to be trained for Crew/operator and for maintenance. Contractor is responsible to train all GFE items, as listed in latest revision, attachment 5 to the contract. Contractor is responsible for training the following ASIOE: LRAS3, DVE, GPFU, MWRH, M13DAP, VIS, Grenade Launcher, Digital Handheld Palm Pilot, Miles XXI (if fielded). Units will be responsible for transport of vehicles, weapons, comsec and sensitive equipment. Contractor is responsible for training all Phase II individualand crew operator and maintenance tasks. Contractor will conduct range training/qualification through Table VI for the M2 .50 cal machine gun and Table VII for the MK-19 Automatic Grenade Launcher. Training will include an alternate gunner per vehicle on familiarization fire. Range operations (safety, range control, police call) are unit responsibilities. Each Battalion will receive NET for Operator and Field Level maintenance. Contractor will develop a deprocessing checklist. Deprocessing will be in accordance with the fielding schedule. Contractor will be provided adequate facilities in which to conduct Fielding and NET activities.
3. Following completion of Fielding and NET 348 vehicles at Fort Lewis, contractor will perform Fielding and NET for 106 TRADOC and AMC vehicles at respective locations. The schedule for TRADOC and AMC vehicles will be provided to the contractor NLT 90 days prior to commencing Fielding/NET efforts for these assets.
4. Efforts to be converted from Firm Fixed Price to Cost Plus Fixed Fee. Any items identified at vehicle acceptance (DD250) as "shipped short" items, and designated for installation during the Fielding activity or any other time-frame will not be charged to this delivery order. Contractor will not lease or purchase any temporary buildings/sprung shelters with out prior Contracting Officer approval. Contractor will not purchase or lease any tire chains without prior Contracting Officer approval.
5. CLIN is increased by \$10,500,000
6. The following clauses apply to this delivery order:

FAR 52.216-24	Limitation of Government Liability
DFARS 252.217-7027	Contract Definitization
FAR 52.245-5	Government Property
7. The contractor agrees to accomplish this effort at the Not-To Exceed Ceiling Price of \$21,900,000.
8. The limitation of government liability amount is \$10,500,000.
9. The total amount funded for this effort is \$10,500,000.
10. Section G contains the changes associated with this modification to the contract.
11. As a result of this modification, the total contract value is increased by \$8,049,006 from 2,450,994 to \$10,500,000.
12. Following completion of Fielding and NET for the first 454 vehicles (Unit, TRADOC, AMC) the Government intends to continue Fielding and NET for all subsequent IAV vehicles as Firm Fixed Price Delivery Orders based on adjusted scope and locations.

\*\*\* END OF NARRATIVE A 002 \*\*\*



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE07-00-D-M051/0008 **MOD/AMD** 01

**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
4000AA	X11GX053X1	AA	1	\$ 2,450,994.00	\$ 8,049,006.00	\$ 10,500,000.00
	311071		1GXP01			
				NET CHANGE	\$ 8,049,006.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113	W56HZV	\$ 8,049,006.00
				NET CHANGE \$ 8,049,006.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 2,450,994.00	\$ 8,049,006.00	\$ 10,500,000.00

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

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PIIN/SIIN DAAE07-00-D-M051/0008

MOD/AMD 01

**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 ADDED	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986

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 \$10,500,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$10,500,000.00 dollars.  
(End of clause)

I-3 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(a) A CPFF 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 CPFF 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 June 2002
Submission of Proposal:	18 March 2002
Beginning of Negotiations:	18 March 2002
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	NA
Submission of Cost and Pricing Data:	1 June 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 Cost Plus Fixed Fee in no event to exceed \$21,900,000.00.

[End of Clause]