

<b>2. Amendment/Modification No.</b> 12	<b>3. Effective Date</b> 2003AUG06	<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 WARREN BLDG 231 SFAE-GCS-W-BCTP PAUL CLENNON (810)753-2064 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLENNONP@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 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-M051/0008
<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: AF NET INCREASE: \$3,504,738.00

**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:	
<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> 2003AUG06

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-D-M051/0008 <b>MOD/AMD</b> 12	<b>Page</b> 2 <b>of</b> 5
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP LLC, JOINT VENTURE		

SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification 12 to Delivery Order 0008 of Requirements Contract DAAE07-00-D-M051 is a unilateral agreement.
2. The Contractor submitted a qualifying proposal to effect the extension of NET and Fielding under Delivery Order 0008 for the 2nd BDE at Ft. Lewis, Seattle, Washington.
3. This Modification increases the current funding for this effort from 25% to 75% of the ceiling price as set forth in modification 11, dated 11 June 03, to Delivery Order 0008.
4. As a result of paragraph 3 of this modification 12, CLIN 4000AE is increased by \$3,504,738.00 from \$1,752,369.00 to \$5,257,107.00.
5. The following clauses apply to this Modification 12 under Delivery Order 0008.
  - a. FAR 52.216-24      Limitation of Government Liability
  - b. FAR 52.216-26      Payments of Allowable Costs Before Definitization
  - c. FAR 252.217-7027    Contract Definitization
6. The period of performance is from date of contract award to 30 Jun 2004.
7. The contractor agrees to accomplish this effort at the Not-To-Exceed Ceiling Price of \$7,009,477.00
8. The limitation of government liability amount is \$5,257,107.00.
9. The total dollars funded for this action are \$3,504,738.00.
10. As a result of this modification, the total contract value is increased by \$3,504,738.00.
11. Except as specifically stated above, all other terms and conditions of Delivery Order 0008 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 015 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-00-D-M051/0008 MOD/AMD 12

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
4000AE	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>CLIN CONTRACT TYPE:                      Cost-Plus-Fixed-Fee                      NOUN: MATERIEL FIELDING 2ND BDE                      PRON: X12GX199X1 PRON AMD: 02 ACRN: AF                      AMS CD: 31107180008</p> <p>CLIN revised by Modification 12                      (End of narrative B002)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</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>                      <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001                                      0</td> <td>30-JUN-2004</td> </tr> </table> <p style="text-align: right;">\$ 5,257,107.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001                                      0	30-JUN-2004		LO		\$ 5,257,107.00
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001                                      0	30-JUN-2004										

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE07-00-D-M051/0008 **MOD/AMD** 12

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG STAT/ ACRN	JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
4000AE	X12GX199X1 31107180008	AF	1 2GXP02	\$ 1,752,369.00	\$ 3,504,738.00	\$ 5,257,107.00
				NET CHANGE	\$ 3,504,738.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AF	21 22033000025R5R07P31107131E9 S20113	W56HZV	\$ 3,504,738.00
				NET CHANGE \$ 3,504,738.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 16,273,920.00	\$ 3,504,738.00	\$ 19,778,658.00

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

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

MOD/AMD 12

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

## 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
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,257,107 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$5,257,107 dollars. (End of clause)			
I-3 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
(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 July 2003	
	Submission of Proposal:	11 April 2003	
	Beginning of Negotiations:	12 April 2003	
	Submission of Make-or-Buy:	N/A	
	Submission of Subcontracting Plan:	N/A	
	Submission of Cost and Pricing Data:	1 July 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 Cost Plus Fixed Fee in no event to exceed \$7,009,477.			

[End of Clause]