

2. Amendment/Modification No. 16	3. Effective Date 2003MAY20	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By Code W56HZV TACOM SFAB-GCS-W-BCTP JOE CLAYTON (586)753-2084 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLAYTONJ@TACOM.ARMY.MIL	7. Administered By (If other than Item 6) Code S2305A DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000 SCD A PAS NONE ADP PT 000001
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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-M051/0010
	<input type="checkbox"/>	10B. Dated (See Item 13) 2002MAR23
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: AD NET INCREASE: \$146,912.00

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: 52.243-2 Changes Cost Reimb Alt II	
<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) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)573-2072		
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 2003MAY20

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 5
	PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD 16	

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

SECTION A - SUPPLEMENTAL INFORMATION

Program: Stryker Family of Armored Vehicles

1. This Modification 16 to Delivery Order 0010 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
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 perform the necessary engineering and design effort to incorporate a 200 amp circuit with a rear power connector into the Engineering Squad Vehicle (ESV).
3. On 14 April 03, the contractor submitted a qualifying proposal for this effort (CCP 207) under cover letter BCT: 03-0410.
4. Funding of this proposal is time sensitive to allow BCT 2 ESV production cut-in and to avoid additional retrofit costs so this effort is awarded on a Not-To-Exceed basis to allow time to evaluate the proposal.
5. In accordance with DFARS 217.7404-4 entitled, "Limitations on Obligations", which allows obligations of up to 75% of the not-to-exceed price upon submission of a qualifying proposal, funding for this action is \$146,912 or 75% of the proposed \$195,883 cost for the 200 amp circuit.
6. The following clauses apply to this modification:

FAR 52.216-24	Limitation of Government Liability
FAR 52.216-26	Payments of Allowable Costs Before Definitization
DFARS 252.217-7027	Contract Definitization
7. Definitization of this modification is planned to be on a Cost-Plus-Fixed-Fee basis with the following definitization schedule:

Projected date to begin Alpha effort:	12 May 03
Projected completion of alpha effort:	23 May 03
Projected definitization date:	30 May 03
8. The contractor agrees to perform the work described above for a Not-To-Exceed ceiling price of \$195,883.
9. The limitation of Government liability amount is \$146,912.
10. The total amount funded for this effort is \$146,912. CLIN 9010AA is established for this purpose.
11. As a result of this modification 16, the total amount obligated under Delivery Order 0010 is increased by \$146,912.
12. Except as specifically stated above, all other terms and conditions of Delivery Order 0010 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 016 ***

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														
9010	SECURITY CLASS: Unclassified														
9010AA	<p>SERVICES LINE ITEM</p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: ESV REAR POWER CONNECTOR PRON: 4I3025191A PRON AMD: 02 ACRN: AD AMS CD: 53202881119</p> <p>CLIN Added by Mod 16</p> <p>(End of narrative B001)</p> <p>Engineering and design effort to incorporate a 200 amp circuit with a rear power connector into the Engineering Squad Vehicle (ESV).</p> <p>Ceiling Price: \$195,883 Limitation of Government Liability: \$146,912</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>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>30-SEP-2005</td> </tr> </table> <p>\$ 146,912.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	0		<u>DATE</u>		30-SEP-2005				\$ 146,912.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	0														
	<u>DATE</u>														
	30-SEP-2005														

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0010 **MOD/AMD** 16

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
9010AA	4I3025191A	AD	1	0.00 \$	146,912.00 \$	146,912.00
	53202881119		3RM921			
				NET CHANGE \$	146,912.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AD	21 32035000031B1B03P53202825FB S28017	W52H09	\$ 146,912.00
				NET CHANGE \$ 146,912.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 442,715,204.00	\$ 146,912.00	\$ 442,862,116.00

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

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MOD/AMD 16

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	52.216-26	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 \$146,912 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$146,912 dollars. (End of clause)			

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

(a) A cost-plus-fixed fee adjustment 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:	30 May 2003
Submission of Proposal:	N/A
Beginning of Negotiations:	12 May 2003
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 the undefinitized portion of this contract action will include a negotiated price in no event to exceed \$195,883.00.

[End of Clause]