

<b>2. Amendment/Modification No.</b> 02	<b>3. Effective Date</b> 2002DEC18	<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 SFAE-GCS-W-BCTP YVETTE THOMPSON (586)753-2088 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: THOMPSON@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-M051/0018
<b>Code</b> INLE2	<b>Facility Code</b>	<b>10B. Dated (See Item 13)</b> 2002SEP19

**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)**  
NO CHANGE TO OBLIGATION DATA

**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> 2002DEC18

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 16**

PIIN/SIIN DAAE07-00-D-M051/0018

MOD/AMD 02

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

## SECTION A - SUPPLEMENTAL INFORMATION

Contract: DAAE07-00-D-M051  
Delivery Order (D.O.): D.O. 0018  
For: Contractor Support of Government Test  
Modification: P02  
Not To Exceed (NTE): \$130,863,515.00  
Previous Obligated Amount: \$45,100,000.00  
This Action: \$0.00  
Total Obligation Amount: \$45,100,000.00

1. Modification P02 to D.O. 0018 is a Bilateral Supplemental Agreement. The purpose of this modification is to change, correct, and clarify the terms and conditions of Delivery Order 0018, which is was established pursuant to Change Order Modification P00024. The contract requirement for Contractor Support of Government Test will be managed under D.O. 0018 in accordance with C.10.
2. The parties mutually agree that vehicle units prices under D.O 0002, 0003, 0005, and 0010 will be adjusted downward to exclude the firm-fixed-priced amounts for Contractor Test Support to Government Test that was established in the basic contract. Also, the parties mutually agree that there will be a downward adjustment to D.O. 0001.
3. ELIN A001, A002, and A003 are deleted by modification P02 and replaced by A050, A051, and A052, respectively.
4. The following clauses apply to this D.O.0018:
  - a. FAR 52.216-24 Limitation of Government Liability
  - b. FAR 52.216-26 Payment of Allowable Costs Before Definitization
  - c. FAR 52.232-20 Limitation of Cost
  - e. DFAR 52.217-7027 Contract Definitization
5. The definitized schedule is as follows:

a. Projected Award Date of Contract Test Support/NTE Undefined D.O. 0018	19 Sep 02
b. Projected Date for the Submission of Proposal	15 Jan 03
c. Projected Date to Begin Negotiations	17 Jan 03
c. Projected Completion Date of Negotiations	03 Mar 03
d. Projected Data Contract Definitization	29 Mar 03
6. The NTE for Contractor Support of Government Test Remains at \$130,863,515.00
7. The Limitation of Government Liability amount is \$45,100,000.00
8. Total dollars funded is \$45,100,000.00
9. Except as specifically stated in this modification P02, all other terms and conditions remain unchanged and are in full force and effect.

\*\*\* END OF NARRATIVE A 003 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-00-D-M051/0018 MOD/AMD 02

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				
0001	<u>Supplies or Services and Prices/Costs</u>				
	NOUN: KRT SUPPORT OF GOV'T TEST				
	SECURITY CLASS: Unclassified				
0001AA	<u>CONTRACTOR SUPPORT OF GOVERNMENT TEST</u>				\$ 15,000,000.00
					ESTIMATED
	PRON: X12GX167X1 PRON AMD: 01 ACRN: AA				
	AMS CD: 31107180008				
	PARTS FOR CONTRACTOR SUPPORT OF GOVERNMENT TEST				
	IN ACCORDANCE WITH SECTION C.10				
	The total basic contract price for parts				
	support and parts support for four (4) each				
	option periods are as follows:				
	Total basic contract funding is \$15,000,000.00				
	for the Period 8 Mar 2002 through 7 Mar 2003				
	Option 1 NTE is TBD for 8 Mar 2003 through				
	7 Mar 2004				
	Option 2 NTE is TBD for 8 Mar 2004 through				
	7 Mar 2005				
	Option 3 NTE is TBD for 8 Mar 2005 through				
	7 Mar 2006				
	Option 4 NTE is TBD for 8 Mar 2006 through				
	7 Jun 2006 **				
	**Changed by P02				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				



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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p><u>CONTRACTOR SUPPORT OF GOVERNMENT TEST</u></p> <p>PRON: X122C019X1 PRON AMD: 02 ACRN: AB                      AMS CD: 643653C0300</p> <p>CONTRACTOR TEST SUPPORT - OTHER TETS</p> <p>The total basic contract hours and hours for four (4) each option periods for Support to Government Test are as follows:</p> <p>Basic funding for the Period 8 Mar 2002 through 7 Mar 2003</p> <p>Option 1 NTE is TBD for 8 Mar 2003 through 7 Mar 2004</p> <p>Option 2 NTE is TBD for 8 Mar 2004 through 7 Mar 2005</p> <p>Option 3 NTE is TBD for 8 Mar 2005 through 7 Mar 2006</p> <p>Option 4 NTE is TBD for 8 Mar 2006 through 7 Jun 2006**</p> <p>**Narrative Changed by P02</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>				<p>\$ 14,300,000.00                      ESTIMATED</p>
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DATA ITEMS</u></p>				
A001	<p><u>DELETED</u></p>				
A002	<p><u>DELETED</u></p>				
A003	<p><u>DELETED</u></p>				







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

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.10 CONTRACTOR SUPPORT TO GOVERNMENT TESTING

C.10.1.1 The contractor shall support Government testing. The contractor shall document and provide test support packages that include training for operator/crew and maintenance personnel, technical manuals, common and unique spare and repair parts, special tools and test equipment, field service representatives to support all testing of vehicles, and test sites. The Contractor shall resolve all GFE integration and vehicle performance issues that result from Government Testing.

C.10.1.2 For all tests, the contractor shall provide all support identified herein for the vehicles excluding any support related to GFM/ASIOE as identified in Attachment 5 of the Basic Requirements Contract. \*\*

C.10.1.3 For all tests, except Initial Operational Test and Evaluation (IOT&E) and unless otherwise specified by the PCO, the Contractor shall provide sustained support for all test requirements to maintain vehicles to avoid delay in Government tests by using two (2) ten (10) hour shifts, six (6) days a week. \*\*

C.10.1.4 The Contractor shall provide the initial vehicle deprocessing at the test site.

C.10.1.5 The Contractor shall be responsible for furnishing repair parts and technical support for the vehicles at all the Government test sites identified in Section C.10 of this contract during test. Contractor technical support shall include technical representation at the Government test site throughout the test period. The Government will provide storage facilities for Contractor furnished repair parts at the test site. The Contractor shall provide Field Service Representatives (FSRs) at all Government test sites specified in this contract that shall advise and make recommendations to orient and instruct Government personnel with respect to operations, maintenance, repair and parts supply for the equipment furnished under this contract. The Contractor shall provide the Government data collector any errors/inconsistencies discovered in technical manuals or publications during this maintenance.

## C.10.2 Government Test

C.10.2.1 The Contractor shall support Government Production Verification Testing. The Contractor shall provide materiel to support PVT, which is built to a production configuration using normal manufacturing methods and tooling.

C.10.2.2 The contractor shall support PVT at the sites listed below:

- a. Aberdeen Test Center (AT)
- b. Cold Regions Test Center (CRTC)
- c. Dugway Proving Ground (DPG)
- d. Electronic Proving Ground (EPG)
- e. Redstone Technical Test Center (RTTC)
- f. Waterways Experiment Station (WES)
- g. Yuma Proving Ground (YPG)
- h. White Sands Missile Range (WSMR)

C.10.2.3. The Contractor shall support PVT Sub-Tests. The main PVT sub-tests include, but are not limited to the following:

- a. Automotive Performance
- b. Electromagnetic Environmental Effects (E3) and Nuclear Weapons Effects (NWE)\*\*
- c. Environmental Extremes
- d. Fire Control and Weapons Performance
- e. Human Factors Engineering (HFE)
- f. Interoperability and Mission Equipment Package (MEP) Integration
- g. Manpower and Personnel Integration (MANPRINT)
- h. Noise Levels
- i. Nuclear Biological and Chemical
- j. Physical Characteristics
- k. Reliability
- l. System Safety
- m. Transportability

## C.10.2.4 Reserved

C.10.2.5 The Contractor shall plan and support vehicle operation covering the following:

- a. RV - Cross Country 60%, Secondary Road 30%, Primary Road 10%
- b. All Others - Cross Country 50%, Secondary Road 30%, Primary Road 20%

## C.10.2.6 Vehicles Assets

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

C.10.2.6.1 The Contractor shall support the following vehicles for the duration of Government PVT testing:

- a. Seven (7) ICVs
- b. Five (5) MGSs
- c. Four (4) MCs; One (1) MC-A, and three (3) MC-Bs
- d. Three (3) each of all other ICV configurations

C.10.2.6.2 Vehicles will be tested for an estimated period of nine (9) months.

C.10.3 Production Qualification Testing (PQT)

C.10.3.1 The contractor shall support Government Production Qualification Testing (PQT). The Contractor may provide prototype and/or production materiel.

C.10.3.2 The Contractor shall support PQT at the following sites:

- a. Aberdeen Test Center (ATC)
- b. Dugway Proving Ground (DPG)
- c. Electronic Proving Ground (EPG)
- d. Redstone Technical Test Center (RTTC)
- e. Yuma Proving Ground (YPG)
- f. White Sands Missile Range (WSMR)

C.10.3.3 The contractor shall support PQT Sub-Tests. The main PQT sub-tests include but are not limited to the following:

- a. Automotive Performance
- b. Electromagnetic Environmental Effects (E3) and Nuclear Weapons Effects (NWE)
- c. Environmental Extremes
- d. Fire Control and Weapons Performance
- e. Human Factors Engineering (HFE)
- f. Interoperability and Mission Equipment Package (MEP) Integration
- g. Manpower and Personnel Integration (MANPRINT)
- h. Noise Levels
- i. Nuclear Biological and Chemical
- j. Physical Characteristics
- k. Reliability
- l. System Safety
- m. Transportability

C.10.3.4 The contractor shall plan and support vehicle operation covering the following: Cross Country 50%, Secondary Road 30%, Primary Road 20%.

C.10.3.5 PQT Vehicles Assets

C.10.3.5.1 The contractor shall support the following vehicles and time periods during Government PQT testing:

- a. Three (3) NBCRVs for a period of seven (7) months
- b. Five (5) MGSs for a period of eleven (11) months

C.10.4 Operational Test

C.10.4.1 For Operational testing, the Contractor shall support the vehicles identified herein for the duration of the operational test:

- a. One (1) NBCRV for a period of two (2) months
- b. One (1) MGS for a period of three (3) months

C.10.4.1.2 The MGS operational testing will be conducted at Fort Knox, Ky. The NBCRV operational testing will be conducted at Dugway Proving Ground, Utah.

C.10.5 Initial Operational Test and Evaluation (IOT&E)

C.10.5.1 The contractor shall support Initial Operational Test and Evaluation (IOT&E) on each variant/configuration. For this testing, the Contractor shall provide support as required for IOT&E.

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C.10.5.2 The Contractor shall support IOT&E for a period of :

Phase One - IOT&E \*\*\*

- a. Twenty-four (24) ICVs for a period of four (4) months
- b. Six (6) ATGMs for a period of four (4) months
- c. Six (6) CVs for a period of four (4) months
- d. Three (3) ESVs for a period of four (4) months
- e. Two (2) FSVs for a period of four (4) months
- f. Four (4) MC-A for a period of four (4) months
- g. Two (2) MEVs for a period of four (4) months
- h. Two (2) RVs for a period of four (4) months

Phase Two - IOT&E

- i. Two (2) MC-B for a period of four (4) months
- j. Two (2) NBCRVs for a period of four (4) months
- k. Three (3) MGSs for a period of four (4) months

C.10.5.3 Test Sites for IOTE. The Contractor shall support IOT&E at the following sites. Test Site Locations:

- a. ICV, ATGM, CV, ESV, FSV, MC-A, MEV, RV at Fort Knox, Ky
- b. NBCRV at Dugway Proving Ground, Utah
- c. MGS, MC-B at a Combat Training/Test Center TBD

C.10.6 Live Fire Test and Evaluation

C.10.6.1 The Contractor shall support Live Fire Test and Evaluation (LFT&E), which will be conducted at Aberdeen Test Center. The contractor shall provide materiel, which is built to a production configuration using normal manufacturing methods and tooling.

C.10.6.2 The Contractor shall support the following vehicles and time periods during Government LFT&E testing:

- a. Three (3) ICV for a period of twelve (12) months
- b. Three (3) MGS for a period of twelve (12) months
- c. One (1) of all Other configurations\* for a period of nine (9) months

\* RV, MC, CV, FSV, ESV, MEV, ATGM, and NBCRV\*\*

C.10.6.3 The contractor shall provide all required support for the vehicles denoted in C.10.6.2, except MC (A) for the duration of Live Fire Test.

C.10.6.4 Exception to MC (A). The Government will not conduct Live Fire Test on MC (A).

C.10.7 Reserve

C.10.8 System Support Packages for Government Test

C.10.8.1 Support Package List. The Contractor shall prepare and provide a System Support Package List (IAW the CDRL A030), for each test required, to the Government thirty (30) days prior to delivery of vehicles to Government test sites SSPL (Contractor form is acceptable). The SSPL shall define the required support elements: for example; all spare parts required, technical representatives, parts storage containers or trailers required, technical manuals and other items that are required to successfully complete testing not limited to, the following:

- a. Spare/repair parts utilized during past test. All items required to support the service intervals defined in the technical manuals
- b. Peculiar common/special tools and Test, Measurement, and Diagnostics Equipment (TMDE)
- c. Training and support of test site personnel
- d. Personnel requirements quantity by Military Occupational Specialty
- e. Basis Issue Items

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f. List and quantity of expendable supplies such as Petroleum, Oil and Lubricants

C. 10.8.2 Contractor System Support Package. The Contractor shall assemble, furnish and ship (to include packing, packaging, and transportation) the SSP to each designated test site prior to the start of test. The SSP shall include all required contractor support parts and items. The Contractor system support package does not include GFM related support.

C. 10.8.3 Tracking and After Action Reports. The Contractor shall maintain a database containing all System Support Package (SSP) parts acquired in support of Government testing. The Contractor shall deliver an electronic file, in Contractor format, of that database as described in CDRL A050, Exhibit D\*\*. The contractor shall prepare an After Action Report (AAR), in contractor format, each week noting items provided, maintenance completed, spare parts provided, items still required, serial numbers of major components as described in CDRL A051, Exhibit E\*\*.

C.10.9 Test Incident Reports (TIRs)/Failure Analysis & Corrective Action Reports (FACARs). The contractor shall be responsible for accessing the test site computer databases, the Army Test Incident Reporting System (ATIRs), for all TIR data during Government required tests/exercises,. Upon receipt of a TIR, the Contractor shall assess the failure and shall furnish a failure analysis with the proposed corrective action as set forth in this contract provision and in accordance with CDRL A011. Receipt is defined as the day the TIR is posted to the database. FACAR responses shall be provided in Microsoft Word format to the VISION Digital Library. If corrective action is required, Final Close out of the FACAR is a completed COTPI. The redesign activity, if required, will not be charged to the Government Test Support contract (Delivery Order 0018).

C.10.9.1 Costs related to TIRs/FACARs for PQT, LFT&E, EMD PHASE OT, IOT&E, MAV-CE, and EMD LOGDEMO will be charged to D.O. 0018.

C. 10.9.2 Costs related to Test Incident Reports (TIRs)/Failure Analysis & Corrective Action Reports (FACARs) for PVT will be charged to D.O. 0018. PVT TIR/FACAR costs will be collected and segregated per the requirements of H. 34 until definitization.

C.10.10 Additional Government Testing

C.10.10.1 The Government reserves the right to conduct additional testing of the Block Improvements identified at C.7 of the Requirements Contract, such as PVT, LFT&E, and OT as applicable to verify full system performance.

C. 10.11\*\* Parts Priorities

C.10.11.1\*\* Allocation of Parts to Correct Vehicle Shortages or Other Corrective Actions

C.10.11.2\*\* Priorities

Vehicles or Part shortages can occur for a variety of reasons during the course of Government testing to include shortages in production, parts required to implement corrective actions, contractor changes requiring retrofit (COTPIs) or warranty actions. Parts to correct or complete vehicles shall be allocated in accordance with the following priorities, unless otherwise identified by the PCO/ Contracting Office Technical Representative (COTR).

- a. Test Vehicles
- b. Logistic Demo Vehicle(s)
- c. IOTE Vehicles
- d. FLM NET
- e. Other Fielded Vehicles
- f. Logistic or Test Support Packages
- g. DD250 Vehicles Shipped in Place
- h. Production Vehicles Not Yet Presented for Acceptance

C.10.11.3\*\* Replacement Items. Replacement items required to continue testing, which are not identified and not furnished with the System Support Package or were not furnished in sufficient quantities, shall be provided by the Contractor within twenty-four (24) hours after notification of the shortage.

C.10.11.4\*\* Diversion of Assets in Support of IAV Government Testing

In accordance with paragraph C.10.10.2.2 Replacement Items and upon direction by the Government, the contractor shall divert production assets, both contractor owned and Government owned, to support the tests or system exercises. The contractor shall obtain parts assets for diversion in the following order:

- a. From Contractor parts bins (if CFM); from GFM stores (if GFM)
- b. From the Contractors production line.
- c. From Government owned vehicles not yet shipped

Both Government oral direction for diversion and/or if necessary to pull part assets from Government owned vehicles will be confirmed in

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writing by the Contracting Officer and will specify the part(s) asset and quantities to be diverted or pulled. The Contracting Officers Technical Representative (COTR), will provide the immediate oral notification to divert or pull part assets. The COTR will be appointed by PCO letter.

**C.10.11.5\*\* Shipping Address**

The COTR will provide the test site shipping address at the time of direction. The Contractor shall ship the (required) part(s) by air using Fed Ex or other overnight shipping company to the test sites.

**C.10.11.6\*\* Reimbursement Costs**

The Contractor shall charge the test support contract (Delivery Order 0018) for direct labor to pull, pack, and crate, handle, and ship diverted part assets to and from the specified plant. The contractor shall transfer any diverted components to the Delivery Order 0018 and shall reorder/replace production part assets as required. In the event replacement costs differ from the original cost of any diverted part asset, the difference in costs shall be charged to Delivery Order 0018. The cost to repair of test site part assets shall be charged to the Delivery Order 0018. Repaired assets may be returned to stock in the plants for use on new production as required. In the event replacement costs differs from the original cost of any diverted asset, the difference in the costs will be charged to Delivery Order 0018. The Contractor shall not repair items when the repair cost exceeds 100% of the replacement cost. Nothing in this contract requirement increases the estimated costs of Delivery Order 0018.

**C.10.11.7\*\* Potential Warranty Coverage**

If any part(s) asset removed from vehicles in test is later determined to be covered by the warranties included in this contract, the contractor shall credit the Test Support Delivery Order 0018 with any cost to repair or replace (whichever is applicable) the warranted asset.

**C.10.11.8\*\* Pass-Through Warranties**

The Contractor shall ensure that all applicable Pass-Through Warranties are provided to the Government.

**C.10.11.9\*\* Acceptance/Production Work Arouns**

If vehicles are otherwise ready for acceptance and the contractor is missing parts as a result of the requirement to support test, the contractor shall replace the part prior to DD250, if possible. If the missing parts are unavailable at the time of processing, the contractor will utilize other production parts or production aids to process the vehicle(s) through the FIR process. The contractor shall request PCO authority to pull missing parts from previously accepted vehicles. Upon replacement of borrowed assets, the contractor may invoice for the missing parts in accordance with the terms of the applicable conditional acceptance modification.

**C.10.12 \*\* Cost Type**

**C.10.12.1\*\*** The test effort described in Section C.10 shall be performed on a Cost Plus Fixed Fee basis.

**C.10.12.2\*\* Monthly Performance Report**

The Contractor shall develop a Performance Measurement Baseline in accordance with CDRL A052, Exhibit F\*\* and submit a monthly an Estimate-at-Completion (EAC) in Contractor format for all work performance to support Government test. The monthly report shall consist of the following:

- a. Comparison of actual cost versus baseline in total \*\*
- b. Narrative of activities supported
- c. Estimate of cost to complete
- d. Comparison of actual time spend supporting test activities to original baseline estimate in total \*\*
- e. Revised support requirement time line

\*\*Changed by P02

\*\*\* END OF NARRATIVE C 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-D-M051/0018 <b>MOD/AMD</b> 02	<b>Page 14 of 16</b>
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**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

SECTION F - DELIVERIES OR PERFORMANCE

F-1 PERIOD OF PERFORMANCE

F-1-1 The length of the basis contract term for the effort described in Section C, shall be 12 months from 8 March 2002 through 7 March 2003. The period of performance may be extended for additional 12 month periods upon exercise of the option under each of the respective SUBCLINs 0001AA, 0001AB, and 0001AC.

F-1-2 The option periods listed under each of the respective SUBCLINs may be exercised by the Government for a follow-on option period by written notification 60 days prior to the call-up of the respective option.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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

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**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 Cost-Plus-Fixed-Fee contract 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 Cost-Plus-Fixed-Fee proposal and cost or pricing data supporting its proposal.

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

Target Date for Definitization:	29 Mar 03
Submission of Proposal:	15 Jan 03
Beginning of Negotiations:	17 Jan 03
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 this undefinitized contract action will include a negotiated price in no event to exceed \$130,863,515.00.

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 16 of 16****PIIN/SIIN** DAAE07-00-D-M051/0018**MOD/AMD** 02**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit D	A050 - SYSTEM SUPPORT PACKAGE (SSP) DATABASE (IAW REQUIREMENTS CONTRACT EXHIBIT A)	12-DEC-2002	001	
Exhibit E	A051 - AFTER ACTION REPORT (AAR); (IAW REQUIREMENTS CONTRACT EXHIBIT A)	12-DEC-2002	001	
Exhibit F	A052 - MONTHLY PERFORMANCE MEASUREMENT REPORT (IAW REQUIREMENTS CONTRACT EXHIBIT A)	12-DEC-2002	001	