

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 5

2. Amendment/Modification No.

32

3. Effective Date

2014MAR18

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
LUCINDA KLISZ
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: LUCINDA.KLISZ@US.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA DETROIT
35803 MOUND ROAD
STERLING HEIGHTS MI 48310

Code

S2305A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS LAND SYSTEMS INC.
38500 MOUND RD
STERLING HEIGHTS, MI 48310-3200

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-06-G-0006/0015

10B. Dated (See Item 13)

2008JUN02

Code 7W356

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)

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.

- A. This Change Order is Issued Pursuant To:** _____ **The Changes Set Forth In Item 14 Are Made In**
The Contract/Order No. In Item 10A.
- 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).**
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:** _____
- D. Other (Specify type of modification and authority)** FAR 45.106 Transferr Accountability

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) LISA M. JONES LISA.M.JONES3@US.ARMY.MIL (586)282-6973	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2014MAR18

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LUCINDA KLISZ
Buyer Office Symbol/Telephone Number: CCTA-HBF-M/(586)282-7441
Type of Contract: Firm Fixed Price
Kind of Contract: System Acquisition Contracts
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: TANK,ABRAMS,M1A2 FAMILY OF VEHICLES(FOV)

*** End of Narrative A0000 ***

Contract: W56HZV-06-G-0006
Delivery Order: 0015
Modification: 32

1. The purpose of bilateral modification 32 is to:
 - a. In accordance with FAR 45.106, transfer accountability of trailers T-250 (7W35605752) and T-251 (7W35605751) from Contract W56HZV-06-G-0006 and transfer to Contract W56HZV-13-C-0319.
2. As a result of this modification, SECTION H is changed to reflect to following:
 - a. H.14 Title to Trailers is changed to add the following:
 - H.14.4 As of Modification 32, transfer accountability from Contract W56HZV-06-G-0006 to Contract W56HZV-13-C-0319.
3. As a result of this modification, the total obligated contract amount is neither increased nor decreased.
4. Except as stated herein, all other contract terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0037 ***

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. CONTRACT FINANCING

H.1.1 Performance Based Payments (PBP)(FAR 52.232-32) Reference Section G.4 for PBP terms and conditions and Exhibit C for requirements and payments.

H.1.2 The proposed GDLS PBP plan is finalized as a result of the completed DCAA evaluation.

H.2 SUBCONTRACTING PLAN FOR SUBCONTRACT AWARDS TO SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

H.2.1. In furtherance of the Government's policy of promoting the development of small disadvantaged business enterprises, the contractor agrees to award subcontracts to such enterprises, as they are defined in the clause hereof entitled "Utilization of Small Business and Small Disadvantaged Business Concerns," to the maximum practicable extent consistent with efficient contract performance.

H.2.2. The Contractor's Approved Small Business Subcontracting Plan, GDLS No. U-0268-R3 dated 19 February 2009 is incorporated into the contract by reference.

H.3. CONTRACT ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. The Schedule (excluding the specifications): Consists of contract Sections A through H.
- b. Representations and other instructions: Consists of contract Sections K through M.
- c. Contract clauses: Consists of contract Section I.
- d. Other documents, exhibits, and attachments: Consists of contract Section J.
- e. The specifications: Consists of MILSPECS, MILSTANDARDS, FEDSPECS, etc.

H.4 COMMINGLING OF MATERIAL

H.4.1 The contractors and its subcontractors are authorized to commingle material produced, purchased, or otherwise furnished by the contractor under this Order, as well as Shop Replaceable Units (SRU's) and Line Replaceable Units (LRU's) and other materials provided by the Government.

H.4.2 The contractor shall NOT commingle the following parts and components:

- a. Government-titled with contractor-titled material
- b. Government-provided engines, transmissions, and cannon assemblies.

H.5. RESERVED

H.6 Option for Material Sets for RESET of 4ID vehicles at ANAD.

H.6.1 The parties agree to add by contract modification an option clause for up to 18 material sets to support the RESET at Anniston Army Depot of 18 each 4ID SEPv2 vehicles to TM/20 plus standards.

H.7 JSMC 62: ANAD REBUILD COMPONENTS

H.7.1 For the JSMC 62, unless stated otherwise, this clause applies to rebuild components provided to GDLS by ANAD and does not apply to GFM or FSS material, which is identified on Attachment 0001.

H.7.2 GDLS shall provide new material to ANAD and ANAD shall provide code-F components and code-A ANAD rebuild components to GDLS in accordance with the workshare agreement, Rev S. (Note; workshare agreement changed to Rev S by Mod 13)

H.7.3 For ANAD rebuild components, the contractor shall be entitled to all equitable adjustments available to him under the Government property clause of this contract subject to the following:

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

Completion of Definitization: 120 days after date of this modification award.

H.11.4 Should the parties fail to agree to a definitive agreement by the target modification date the PCO shall have the unilateral right to adjust the contract subject to contractor dispute in accordance with the disputes clause.

H.12 Request for Proposal (Seals)

H.12.1 The parties agree that in accordance with clause C.3.3(a) that the contractor shall provide a credit proposal for the GFM seals made available to this contract no later than 30 days after award of this Modification 10.

H.13 Ship-Short - ANAD 63 Material Sets

H.13.1 In the event Contractor Furnished Material (CFM) is delinquent or unavailable for inclusion in the ANAD 63 material kits, the contractor may deliver in accordance with F.2 on a conditional DD250 basis. The contractor shall notify the PCO of the delinquency 7 days prior to the scheduled kit delivery. Upon agreement by the PCO or his delegated representative, the notice requirement may be waived in the event of unusual circumstances. A minimum of \$20,000 per kit will be withheld after liquidation of performance based payments for the cost of the undelivered items and shall be paid once the contractor shows proof of delivery of the items shipped short. If the value of the undelivered items exceeds \$20,000 per kit the contractor shall notify the Contracting Officer, and shall not proceed with the conditional acceptance until directed via bilateral modification to the contract protecting the interests of the Government. There will be no change to the contract price when the items are delivered. All billings for completed work and release of the withhold will be supported by documentation indicating the work is completed, the date completed and the signature of a Government QAR.

H.13.2 DD250's for government acceptance from ANAD will be structured as follows according to the delivery schedule in Section F: included on each DD250 will be SLIN 0002AA for the quantity presented for acceptance.

*H.14 Title to Trailers T-250 and T-251.

H.14.1 The parties agree that the USG has title to trailers T-250 and T-251 located at Lima, Ohio.

H.14.2 GDLS shall:

a. Request, from the PCO, the right to rent free use of these trailers on a non-interference basis as needed for future production increases.

b. Receive 30 days written notice from the PCO should the USG elect to relocate the trailers to another location.

H.14.3 USG will allow 30 days for the removal of GDLS assets prior to relocation or movement of these two trailers.

H.14.4 As of Modification 32, transfer accountability from Contract W56HZV-06-G-0006 to Contract W56HZV-13-C-0319.

All terms, conditions, and contract clauses specific to Section H of the Basic Ordering Agreement W56HZV-06-G006 are incorporated by reference into this Order W56HZV-06-G006/0015.

*** END OF NARRATIVE H0004 ***