

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee Page 1 Of 6

2. Amendment/Modification No. P00001
3. Effective Date 2013AUG28
4. Requisition/Purchase Req No. SEE SCHEDULE
5. Project No. (If applicable)

6. Issued By Code W56HZV
U.S. ARMY CONTRACTING COMMAND
TROY HAARALA
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL
EMAIL: TROY.HAARALA@US.ARMY.MIL
7. Administered By (If other than Item 6) Code S2305A
DCMA DETROIT
35803 MOUND ROAD
STERLING HEIGHTS MI 48310

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-13-C-0261
10B. Dated (See Item 13)
2013AUG22
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)

ACRN: AB NET INCREASE: \$1,899,944.00

**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) _____ per option clause H.3.1

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)
LYNN M. BYRNE
LYNN.M.BYRNE@US.ARMY.MIL (586)282-6553
15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
By _____ /SIGNED/ 2013AUG28
(Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 6
	PIIN/SIIN W56HZV-13-C-0261 MOD/AMD P00001	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: TROY HAARALA
Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-6282
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Research and Development Contracts
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

Modification P00001

PREVIOUS CONTRACT AMOUNT: \$ 249,956.00
AMOUNT THIS ACTION: \$1,899,944.00
TOTAL CONTRACT AMOUNT: \$2,149,900.00

1. This is a unilateral Modification.
2. The purpose of this Modification P00001 is to increase the level of effort on the contract by 7,389 hours at an estimated cost (includes fully burdened labor) of \$948,748.00 and fixed fee of \$83,052.00; burdened materials/ODCs are also added on CLIN 0002 with estimated costs of \$798,293.00 and fixed fee of \$69,851; attached work directive (WD) 002 is applicable.
3. Our right to exercise these option hours is in contract paragraph H.3.1.
4. The contract is modified as follows:
 - a. The total costs for CLIN 0001-LABOR are revised to reflect the decrease in the hours available for exercise and to reflect the increase toward the contract amount as follows:

	Est. Cost	Fixed Fee	Total Cost
Prior Amount:	\$ 229,836.00	\$ 20,120.00	\$ 249,956.00
Amount This Action:	<u>\$ 948,748.00</u>	<u>\$ 83,052.00</u>	<u>\$1,031,800.00</u>
Current Amount:	\$1,178,584.00	\$103,172.00	\$1,281,756.00
 - b. The total number of hours authorized on CLIN 0001 is increased by 7,389 from 1,790 to 9,179.
 - c. SubCLIN 0001AB is created to provide the additional hours for performance; CLIN 0001 is updated to show revised estimated costs and fixed fee.
 - d. CLIN 0002 is established, with SLIN 0002AA created to provide funding for Materials and Other Direct Costs in the amount of \$868,144 with estimated costs of \$798,293.00 and fixed fee of \$69,851.
 - e. The contract administration data (Section G) for the additional effort is added.
 - f. Paragraph H.3.1 is revised to reflect the decrease in hours currently available for exercise from 38,067 to 30,678, a decrease by 7,389 hours.
5. By this action, the total contract amount is increased by \$1,899,944.00 from \$249,956.00 to \$2,149,900.00.
6. All other terms and conditions shall remain the same and in full force and effect.

*** END OF NARRATIVE A0002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0261 MOD/AMD P00001

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0002AA	<p>The contractor shall furnish all the materials and other direct costs to accomplish the task specified in Section C "Scope of Work"</p> <p>Estimated Cost: \$798,293 Fixed Fee: \$ 69,851 Total Estimated Cost: \$868,144</p> <p>(End of narrative B001)</p> <p><u>MATERIALS AND ODCS - WD 002</u></p> <p>GENERIC NAME DESCRIPTION: LIGHT WEIGHT TURRET ARMOR DEV CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R32DJ073R3 PRON AMD: 01 ACRN: AB</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></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>10-MAR-2015</td> </tr> </table> <p>\$ 868,144.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		10-MAR-2015	1	LO		\$ 868,144.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	10-MAR-2015														

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 6

PIIN/SIIN W56HZV-13-C-0261

MOD/AMD P00001

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/ DECREASE</u>	<u>CUMULATIVE AMOUNT</u>
0001AB	R32DJ073R3	2	R.0003858.14.1	AB \$	0.00 \$	1,031,800.00 \$	1,031,800.00
0002AA	R32DJ073R3	2	R.0003858.14.1	AB \$	0.00 \$	868,144.00 \$	868,144.00
NET CHANGE						\$	1,899,944.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>INCREASE/ DECREASE</u>
AB	021 201220132040 A60FN 622601H91RK02 2550 L034343532 R.0003858.14.1	021001 \$ 1,899,944.00
NET CHANGE		\$ 1,899,944.00

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 249,956.00	\$ 1,899,944.00	\$ 2,149,900.00

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	
0001AB	AB	021 201220132040 A60FN 622601H91RK02	2550 L034343532 R.0003858.14.1 021001
0002AA	AB	021 201220132040 A60FN 622601H91RK02	2550 L034343532 R.0003858.14.1 021001

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 6
	PIIN/SIIN W56HZV-13-C-0261	MOD/AMD P00001
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Ordering and Contract Administration: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this Contract. Communications pertaining to Contractual administrative matters will be addressed to him. No changes in or deviation from the statement of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or the expressly appointed Contracting Officer's Representative (COR).

H.2 Reserved.

H.3 Option for Additional Level-of-Effort

*H.3.1 Option: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 30,678 manhours at an estimated cost per hour and a fixed fee per hour as shown in the table at B.6.1.1. The Government may incrementally exercise this option at any time on or after contract award but in no event later than twenty-four (24) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN.

H.4 Failure to exercise any portion of an option does not negate the Government's right to unilaterally exercise any portion of any follow-on option.

H.5 Services to be Performed

The parties to this contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein and as further defined in discreet work directives signed by the Contracting officer. This is to ensure that the policies in Office of Federal Procurement Policy (OFPP) Policy Letter 92-1 and Department of Defense (DOD) Directive 4205.2 are adhered to. Contractors are specifically prohibited from performing inherently Governmental functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

The parties agree that the Contractor personnel rendering the services under this contract are not subject either by the contract terms or the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor shall not be reimbursed for any work that is outside the scope of the work of the contract or the work directive(s) signed by the Contracting Officer.

H.6 The contractor has an approved Master Subcontracting Plan effective through 31 Mar 2014 and/or the life of any contract award to General Dynamics Land Systems, Inc. during the same period of time, which along with the individual subcontracting goals established for this Contract W56HZV-13-C-0261 (approved by the Procuring Contracting Officer on the award date of this contract) are incorporated into this contract by reference.

H.7 Government Furnished Property. The Government will furnish one LAV25, "SL4" complete (considered "fresh off the line", but doesn't include certain electronic systems). The vehicle shall be returned in "Condition Code A" (same configuration/condition as delivered). Further GFP information (Vehicle Identification Number 521722, etc.) will be provided to the contractor as soon as known by the Government, via contract modification.

H.8 Contractor Performance Assessment Reporting System (CPARS)

H.8.1 The contractor will register at the CPARS Access site: <http://www.cpars.csd.disa.mil/cparsmain.htm>.

H.8.2 The contractor's performance under this contract shall be assessed by the Government. An interim assessment will be prepared every 12 months and a final assessment will be prepared when the contract is physically complete. The Contracting Officer (Assessing Official), the Contract Administration Office, or any other Government source deemed appropriate will provide to the Procuring Contracting Officer (PCO) information relative to the contractor's performance in the following areas: Technical (Quality of Product or Services); Schedule; Cost Control; and Management (Subcontract Management, Program Management or Other Management). The assessment/review will be accomplished using the Contractor Performance Assessment Reporting System (CPARS). The completed evaluations shall not be released to anyone other than Government personnel and the contractor whose performance is being evaluated. The CPARS Access web link is: <http://cpars.csd.disa.mil>.

*Changed by Modification P00001

*** END OF NARRATIVE H0001 ***