

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 9

2. Amendment/Modification No. 02	3. Effective Date 2013AUG16	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND JONATHAN W. LENZ WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: JONATHAN.W.LENZ.CIV@MAIL.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310	Code S2305A
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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	<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. W56HZV-13-D-0008/0010
	<input type="checkbox"/>	10B. Dated (See Item 13) 2013MAR08
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)**

SEE SECTION G (IF APPLICABLE)

**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:	Agreement of the Parties
<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) KENNY K. WONG KENNY.WONG@US.ARMY.MIL (586)282-0538		
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 2013AUG16

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 9</b>
	PIIN/SIIN W56HZV-13-D-0008/0010      MOD/AMD 02	
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JONATHAN W. LENZ  
 Buyer Office Symbol/Telephone Number: CCTA-AIL-B/(586)282-2054  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Service Contracts  
 Type of Business: Large Business Performing in U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: Miscellaneous Combat Vehicles

\*\*\* End of Narrative A0000 \*\*\*

W56HZV-13-D-0008  
 Delivery Order 0010  
 Modification 02

1. Modification 02 is a bilaterally executed supplemental agreement to Delivery Order 0010 under Contract W56HZV-13-D-0008.
2. The purpose of this modification is to procure 66 each Double-V Hull (DVH) Exchange Stryker Infantry Carrier Vehicles (XICVVs) and 66 each Vehicle Data Electronic Terminals (VDETs). The Contractor shall perform the effort required per this modification in accordance with the Scope of Work (SOW) entitled 'Exchange' as contained in Section C of Contract W56HZV-13-D-0008.
3. As a result of the above, Section B is revised as follows:
  - a. CLIN 0601AA is established and funded in the amount of \$31,494,144 for a quantity of 30 each XICVVs (to include 30 VDETs). The parties agree that the Not-To-Exceed (NTE) amount for CLIN 0601AA is \$53,956,700. This NTE amount takes into account all costs needed to produce Exchange Vehicles, to include engineering support and site material.
  - b. CLIN 0601AB is established and funded in the amount of \$37,792,972 for a quantity of 36 each XICVVs (to include 36 VDETs). The parties agree that the Not-To-Exceed (NTE) amount for CLIN 0601AA is \$64,748,041. This NTE amount takes into account all costs needed to produce Exchange Vehicles, to include engineering support and site material.
4. Prior to definitization of this firm-fixed-price effort, no more than 58% of the ceiling price of \$118,704,741 will be obligated. Pursuant to FAR clause 52.216-24, Limitation of Government Liability, the Contractor is not authorized to make expenditures or incur obligations exceeding \$69,287,116. The maximum amount for which the Government will be liable if this contract is terminated is \$69,287,116.
5. Pursuant to DFARS clause 252.217-7027, the definitive contract resulting from this letter contract will include a negotiated price that will in no event exceed \$118,704,741. The ceiling price of \$118,704,741 is subject to downward adjustment only pending definitization.
6. The following clauses are hereby incorporated into Section I:
  - a. FAR 52.216-24, Limitation of Government Liability;
  - b. DFARS 252.217-7027, Contract Definitization (to include the following definitization schedule):
 

Award of Letter Contract:	14-Aug-2013
Receipt of Qualifying Proposal and Small Business Subcontracting Plan:	12-Jun-2013
Initiation of Negotiations:	16-Aug-2013
Completion of Negotiations:	11-Oct-2013
Estimated Date of Definitization:	29-Nov-2013
7. The parties agree that the Contractor shall submit a Performance Based Payment (PBP) Plan for Delivery Order 0010 no later than 30 days after execution of this Modification 02. The Government will review and incorporate the plan into this Delivery Order 0010. The PBP plan is subject to changes as a result of DCMA/DCAA audit.
8. As a result of this Modification 02, the total amount obligated under Delivery Order 0010 is increased by \$69,287,116, from \$3,385,787 to \$72,672,903.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-D-0008/0010 <b>MOD/AMD</b> 02	<b>Page</b> 3 <b>of</b> 9
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS INC.		

9. Except as stated herein, all other terms and conditions of Contract W56HZV-13-D-0008 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0003 \*\*\*

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-D-0008/0010 MOD/AMD 02

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0601	Exchange Program -IC NSN: 9999-99-999-9999 CLIN CONTRACT TYPE: Firm Fixed Price				
0601AA	<p><u>3RD DVH BRIGADE - XICVVS</u></p> <p>GENERIC NAME DESCRIPTION: Exchange Program -IC                      PRON: X12GW194X1 PRON AMD: 03 ACRN: AB                      PSC: 9999</p> <p>CLIN 0601AA is established by Modification 02.</p> <p>The amount obligated under CLIN 0601AA is \$31,494,144 and represents the limit on contractor expenditures and obligations and the limit on the Government's liability for work performed under this CLIN. The obligated amount also represents this CLIN's portion of liability relative to the entire contract's limitation of liability under FAR clause 52.216-24, "Limitation of Government Liability".</p> <p>CLIN 0601AA's obligations are allocated as follows:</p> <p>30 EA XICVVs: \$30,938,967                      30 EA VDETs: \$ 555,177                      TOTAL: \$31,494,144</p> <p>The Not-To-Exceed (NTE)/ceiling amount for CLIN 0601AA is \$53,956,700 and represents this CLIN's portion of the total NTE/ceiling price established under DFARS clause 252.217-7027, "Contract Definitization".</p> <p>CLIN 0601AA's NTE/ceiling price is allocated as follows:</p> <p>30 EA XICVVs: \$53,005,553                      30 EA VDETs: \$ 951,147                      TOTAL: \$53,956,700</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p>	30	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 31,494,144.00 \$ 53,956,700.00

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-D-0008/0010 MOD/AMD 02

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 W909532221H194 Y00000 M 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                      3                      31-JUL-2014  002                      5                      29-AUG-2014  003                      8                      30-SEP-2014  004                      10                     31-OCT-2014  005                      4                      28-NOV-2014   FOB POINT: Origin  SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-13-D-0008/0010				
0601AB	<u>3RD DVH BRIGADE - XICVVS</u>  GENERIC NAME DESCRIPTION: Exchange Program ICV PRON: X13GW070X1      PRON AMD: 03      ACRN: AC PSC: 9999  CLIN 0601AB is established by Modification 02.  The amount obligated under CLIN 0601AB is \$37,792,972 and represents the limit on contractor expenditures and obligations and the limit on the Government's liability for work performed under this CLIN. The obligated amount also represents this CLIN's portion of liability relative to the entire contract's limitation of liability under FAR clause 52.216-24, "Limitation of Government Liability".  CLIN 0601AB's obligations are allocated as follows:  36 EA XICVVs: \$37,126,759 36 EA VDETs: \$ 666,213 TOTAL: \$37,792,972  The Not-To-Exceed (NTE)/ceiling amount for CLIN 0601AB is \$64,748,041 and represents this CLIN's portion of the total NTE/ceiling price established under DFARS clause 252.217-7027, "Contract Definitization".  CLIN 0601AB's NTE/ceiling price is allocated as follows:  36 EA XICVVs: \$63,606,663 36 EA VDETs: \$ 1,141,378	36	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 37,792,972.00 \$ 64,748,041.00

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																											
	<p>TOTAL: \$64,748,041</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W909533221H070</td> <td>Y00000</td> <td>M</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>6</td> <td>28-NOV-2014</td> </tr> <tr> <td>002</td> <td>10</td> <td>31-DEC-2014</td> </tr> <tr> <td>003</td> <td>10</td> <td>30-JAN-2015</td> </tr> <tr> <td>004</td> <td>10</td> <td>27-FEB-2015</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W56HZV-13-D-0008/0010</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909533221H070	Y00000	M		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	6	28-NOV-2014	002	10	31-DEC-2014	003	10	30-JAN-2015	004	10	27-FEB-2015				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																											
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**PIIN/SIIN** W56HZV-13-D-0008/0010 **MOD/AMD** 02

**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>
0601AA	X12GW194X1	1	A.0007090.1.1.19	AB \$	0.00 \$	31,494,144.00 \$	31,494,144.00
0601AB	X13GW070X1	1	A.0007090.1.1.17	AC \$	0.00 \$	37,792,972.00 \$	37,792,972.00
						NET CHANGE \$	69,287,116.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>INCREASE/ DECREASE</u>
AB	021 201220142033 A5XGK G85100AFPST 3109 L034315507 A.0007090.1.1.19	021001 \$ 31,494,144.00
AC	021 201320152033 A5XGK G85100AFPST 3109 L034315677 A.0007090.1.1.17	021001 \$ 37,792,972.00
		NET CHANGE \$ 69,287,116.00

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 3,385,787.00	\$ 69,287,116.00	\$ 72,672,903.00

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	
0601AA	AB	021 201220142033 A5XGK G85100AFPST	3109 L034315507 A.0007090.1.1.19 021001
0601AB	AC	021 201320152033 A5XGK G85100AFPST	3109 L034315677 A.0007090.1.1.17 021001

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

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-23	EXECUTION AND COMMENCEMENT OF WORK	APR/1984
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The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 14 August 2013. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of Clause)

I-2 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$69,287,116.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$69,287,116.

(End of Clause)

I-3 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	DEC/2012
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(a) A firm-fixed-price 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 firm-fixed-price proposal and certified cost or pricing data supporting its proposal.

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

Projected Award of UCA:	14 August 2013
Receipt of Qualifying Proposal:	12 June 2013
Initiation of Negotiations:	16 August 2013
Completion of Negotiations:	11 October 2013
Estimated Date of Definitization:	29 November 2013

(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 Officers 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 Officers 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 firm-fixed-price in no event to exceed \$118,704,741.

(End of clause)

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 9 of 9****PIIN/SIIN** W56HZV-13-D-0008/0010**MOD/AMD** 02

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

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