

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

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2. Amendment/Modification No. P00053	3. Effective Date 2013AUG29	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND SARA LOCRICCHIO WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: SARA.LOCRICCHIO@US.ARMY.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
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012OCT30
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.**

<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:	Mutual Agreement
<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) LEON WILSON LEON.WILSON1@US.ARMY.MIL (586)282-2076		
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 2013AUG29

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	<b>PIIN/SIIN</b> W56HZV-13-D-0008	<b>MOD/AMD</b> P00053	
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SARA LOCICCHIO  
Buyer Office Symbol/Telephone Number: CTA-AIL-A/(586)282-2090  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders  
Type of Business: Large Business Performing in U.S.  
Surveillance Criticality Designator: C  
Contract Expiration Date: 2015OCT25

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

1. This modification P00053 to W56HZV-13-D-0008 is issued bilaterally at no cost.
2. The purpose of this modification is to replace the Section H.8 Transfer, Co-Locating, and Accountability of Government Furnished Property (GFP) clause contained in this modification P00053.
3. The parties mutually agree to Section H.8 being incorporated into the base Requirements Contract by this modification P00053.
4. As a result of this modification, the total obligated amount is neither increased or decreased.
5. Except as specifically stated above, all other terms and conditions remain unchanged and are in full force and effect.

\*\*\* END OF NARRATIVE A0055 \*\*\*

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.8 Accountability and Administration of Government Property.

H.8.1. Contractor Accountability and Administration. The requirements set forth below are in addition to the Government Property requirements specified in FAR 52.245-1 Government Property and as otherwise specified in this contract.

H.8.1.1 The contractor shall bill its actual costs for Contractor Acquired Property (CAP) to the project task and contract line item numbers where those costs were actually incurred except as provided in H.8.1.6. Projects are defined as having a specific purpose to meet a Stryker Program requirement. Multiple Projects may be contained in a single Delivery Order. Each Project shall state a period of performance and for cost reimbursable projects state whether the effort is completion or term. The following are examples of applicable CAP projects under this Requirements Contract:

- a) Wholesale Supply
- b) Logistic Support - Deployment
- c) System Engineering Support
- d) Logistics Engineering Support
- e) System Integration Lab
- f) Test Support
- g) Reset
- h) Overhaul
- i) BDAR
- j) Retrofit

H.8.1.1.1 Government Furnished Material (GFM) will be uniquely identified with Projects. The contractor shall identify GFM available for use for each project prior to commencing work and or at the time of proposal submission.

H.8.1.1.2 The contractor is not authorized to commingle parts procured with Army Working Capital Fund (AWCF) with parts procured with any other appropriation type.

H.8.1.1.2.1 The contractor is authorized to commingle AWCF parts at the wholesale level with those at the retail level where requisitions have been placed through Logistic Modernization Program (LMP).

H.8.1.2 Prioritization for the Use of Government Property.

H.8.1.2.1 Unless otherwise provided in discrete scope of work, the Contractor shall fulfill requirements for material utilizing the following order of priority:

H.8.1.2.1.1 GFM identified in the GFP List Attachment applicable to the project delivery order;

H.8.1.2.1.2 GFM specific for a project shall be prepositioned to locations based on estimated demands. If there is an insufficient quantity of GFM available at a location to timely satisfy the requirement the contractor shall provide CAP to fulfill GFM shortages when transportation costs to use GFM are greater. The contractor shall maintain electronic records showing the transportation cost made the use of GFM uneconomical. The contractor shall estimate transportation cost by commercial means and use as the basis to determine when to provide CAP or GFM.

H.8.1.2.1.3 With the exception of Section 8.1.2.1.2 CAP may only be used with written authorization from the PCO if GFM is available.

H.8.1.3 Use and Accountability of CAP material. The contractor shall only use CAP material in the performance of the effort associated with the accountable Project, as defined in Section H.8.1.1, unless the material and the associated costs are transferred in accordance with H.8.1.6.1 Credit-Debit System Transfer or it has been accepted (as defined in FAR 46.101 or provided below) by the Government and retained by the contractor for continued use as Government Furnished Property (GFP).

H.8.1.4. Passage of Title.

H.8.1.4.1. Title to CAP Items under Performance Based Logistic Support. Title to CAP items acquired in the performance of logistic support that are not included in a specific delivery line item shall pass to the Government upon the Governments acceptance (as defined in FAR 46.101) of the items at the destination stated in the delivery order.

H.8.1.4.2 Title to Other Property. Title to all other property shall pass in accordance with FAR 52.245-1(e) unless otherwise specified in this contract.

H.8.1.4. Relief of Stewardship Responsibility.

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

H.8.1.4.1 The contractor shall be relieved of stewardship of Government Property (GP) items when any of the requirements of FAR 52.245-1(f)(1)(vii)(C) have been met. The contractors plant, as used in the clause, includes but is not limited to, the Auburn Warehouse and any other Contractor operated facility. Government Property retained for continued use under a successor contract shall be incorporated into the successor contract by contract modification.

H.8.1.5. Co-Location of Contractor Inventory. The contractor is authorized to physically co-locate Government property accountable under the entire contract with property from prior Government contracts in support of Stryker FOVs provided such property will be identified in a manner that prevents unauthorized or unreasonable use or consumption.

H.8.1.6. Contractor plan and systems.

H.8.1.6.1. Credit-Debit System. In accordance with DFARS PGI 245.402-70(6) and (7), the contractor is authorized to transfer CAP material that is excess to the needs of the accountable CLIN or Sub-CLIN to fulfill the needs of another contract so long as the Contractors Credit-Debit Systems and Material Management Accounting Systems remain approved for efficacy and efficiency by the Government property administrator.

H.8.1.6.2. Government Directed Credit-Debit. The Government may require the contractor to credit-debit CAP material that has been identified as excess during the period of performance of the accountable effort in accordance with DFARS PGI 245-402-70(6) and (7). Unless otherwise agreed, the credit-debit material shall retain its CAP status on the gaining contract until it is delivered to and accepted by the Government or the contractor is otherwise relieved of stewardship responsibility as provided in H.8.1.4.1.

H.8.1.7. Property Records. The contractors property records shall be sufficient to track Government Property to the accountable project, as defined in Section H.8.1.1.

H.8.1.7.1. Data Elements. In addition to the property record data elements identified in FAR 52.245-1(f)(1)(iii)(A), the contractor shall include a data element identifying the classification of the property as either Contractor Acquired Property (CAP) or other Property (e.g. GFP).

H.8.1.7.1.1. Cost Data Element. The Contractor shall record CAP items at the original purchase price or the contractors best estimate.

H.8.1.7.1.2. Placed-in-Service Date. Unless otherwise noted by the contractor at the time of delivery of GFE items, the placed-in-service date shall be the date of acquisition or completed manufacture, if fabricated.

H.8.1.8. Predisposal Requirements. Fifteen (15) days prior to the end of the period of performance of each Delivery Order, the contractor shall deliver to the Government a list of property on Standard Form 1428 that is no longer required to complete the scope of work. In the event the completion extends beyond the stated period of performance, the contractor shall retain parts required to complete the extended scope of work. The list shall identify if the material is needed for performance of a successor contract or has the potential to fulfill requirements under other contracts and be developed in accordance with the appropriate CDRL called up in each Delivery Order. Within ten (10) working days after receipt of data, the PCO will issue disposition instructions to the contractor. In the event disposition instructions are not given within ten (10) working days and the material is needed to perform on a successor contract, the contractor is authorized to use this material. A second list will provided within 5 work days after the end of the period of performance to the Government and the Government will incorporate this material in the GFM attachment to the successor contract.

H.8.1.8.1 Transfer and Reutilization of Government Property. Government property (GP) that is not otherwise transferred, reutilized or disposed of at the end of contract performance will be transferred by modification as GFP to the follow-on logistic support delivery order, if awarded. These items shall be presented to DCMA using a DD1149 form for verification that it is properly recorded in contractor property records under the accountable delivery order. The Contractor may present a single lot of GP to DCMA. Upon DCMA verification, the Contractor shall retain the GFP in its inventory for use on the successor contract. A signed DD1149 shall be forwarded to the PCO.

H.8.1.9 Commingling GFE. The contractor shall identify GFE that can be commingled between Stryker contracts. The contractor is authorized to use GFE between contracts on a non-interference basis. Accountability of GFE shall remain with under the contract it was originally procured. PCO authorization is required to transfer accountability of GFE.

\*\*\* END OF NARRATIVE H0008 \*\*\*