

| | | | |
|-------------------------------------|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No. 04 | 3. Effective Date 2000MAR09 | 4. Requisition/Purchase Req No. SEE SCHEDULE | 5. Project No. (If applicable) |
|-------------------------------------|--------------------------------|---|--------------------------------|

| | | | | | |
|---|------|--------|--|------|--------|
| 6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-A GAIL BINDEWALD (309) 782-3656 ROCK ISLAND IL 61299-7630 EMAIL: BINDEWALDG@RIA.ARMY.MIL | Code | W52H09 | 7. Administered By (If other than Item 6) DCMC DETROIT US ARMY TANK-AUTOMOTIVE COMMAND (TACOM) BLDG 231 ATTN DCMDE GJD WARREN MI 48397-5000 | Code | S2305A |
| | | | SCD A PAS NONE ADP PT SC1012 | | |

| | | |
|--|-------------------------------------|--|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC 38500 MOUND ROAD STERLING HEIGHTS MI 48310-3268 TYPE BUSINESS: Large Business Performing in U.S. | <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. DAAE20-97-G-0002/0016 |
| | <input type="checkbox"/> | 10B. Dated (See Item 13) 1999SEP01 |
| 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: AA NET INCREASE: \$159,956.88

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

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: FAR 43.103 | |
| <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) DAVE ELLIOTT ELLIOTT@RIA.ARMY.MIL (309) 782-3814 | | |
| 15B. Contractor/Offeror _____ (Signature of person authorized to sign) | 15C. Date Signed | 16B. United States Of America By _____ (Signature of Contracting Officer) | 16C. Date Signed |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 6**

PIIN/SIIN DAAE20-97-G-0002/0016

MOD/AMD 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION IS TO ADD TWO ITEMSTO THIS DELIVERY ORDER AT CEILING PRICES TO BE DEFINITIZED NO LATER THAN JULY 5, 2000.

2. THESE TWO ITEMS ARE:

| CLIN | NOUN | PART NUMBER | CEILING UNIT PRICE | CEILING TOTAL PRICE | OBLIGATED AMOUNT (50%) |
|--------|---------------------|-------------|--------------------|---------------------|------------------------|
| 0028AA | WINDOW, OBSERVATION | 12466940 | \$11,201.15 | \$134,413.80 | \$67,206.96 |
| 0029AA | GPS HEAD ASSEMBLY | 12466941 | \$15,458.33 | \$185,499.96 | \$92,749.92 |

THE FOLLOWING SECTION B CONTAINS THE DELIVERY SCHEDULE. ALTHOUGH THE DELIVERY DATES FOR THESE ITEMS ARE 25 SEP 2000 AND 29 DEC 2000 RESPECTIVELY, IT IS REQUESTED THAT EXPEDITED DELIVERY, AT NO ADDITIONAL COST, BE INVESTIGATED.

3. THE FOLLOWING CLAUSES ARE HEREBY ADDED TO THIS DELIVERY ORDER AND APPLY ONLY TO CLINS 0028AA AND 0029AA:

| | |
|--------------------|------------------------------------|
| FAR 52.216-24 | LIMITATION OF GOVERNMENT LIABILITY |
| DFARS 252.217-7027 | CONTRACT DEFINITIZATION |

THE FOLLOWING SECTION I HAS THE DETAILS OF THESE CLAUSES.

4. BASED ON THIS MODIFICATION, THE TOTAL AMOUNT OF THIS ORDER IS INCREASED BY \$159,956.88 FROM \$557,289.40 TO \$717,246.28.

*** END OF NARRATIVE A007 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-97-G-0002/0016 MOD/AMD 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------------|
| 0028AA | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1111-11-111-1111 NOUN: WINDOW OBSERVATION FSCM: 19207 PART NR: 12466940 SECURITY CLASS: Unclassified PRON: M104D003M1 PRON AMD: 01 ACRN: AA AMS CD: 060011JWSE1</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H0900688H50 W90454 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 12 25-SEP-2000</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90454) XR W4GG HQ US ARMY TACOM TEAM ABRAMS PARTNERSHIP FACILITY WHSE BLDG 88037 FT HOOD TX 76544-5060</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-97-G-0002/0016</p> | 12 | EA | \$ 5,600.58000 | \$ 67,206.96 |
| 0029AA | <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1111-11-111-1111 NOUN: HEAD ASSEMBLY FOR SEP GPSBODY FSCM: 19207 PART NR: 12466941 SECURITY CLASS: Unclassified PRON: M104D004M1 PRON AMD: 01 ACRN: AA AMS CD: 060011JWSE1</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H0900688H51 W90454 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 12 29-DEC-2000</p> | 12 | EA | \$ 7,729.16000 | \$ 92,749.92 |

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIN DAAE20-97-G-0002/0016 MOD/AMD 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90454) XR W4GG HQ US ARMY TACOM TEAM ABRAMS PARTNERSHIP FACILITY WHSE BLDG 88037 FT HOOD TX 76544-5060</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-97-G-0002/0016</p> | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAB20-97-G-0002/0016 **MOD/AMD** 04

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE ITEM | PRON/ AMS CD | ACRN | OBLG STAT/ JOB ORD NO | PRIOR AMOUNT | INCREASE/DECREASE AMOUNT | CUMULATIVE AMOUNT |
|--------------|---------------------------|------|--------------------------|--------------|-----------------------------|----------------------|
| 0028AA | M104D003M1 060011JWSE1 | AA | 1 | \$ 0.00 | \$ 67,206.96 | \$ 67,206.96 |
| 0029AA | M104D004M1 060011JWSE1 | AA | 1 | \$ 0.00 | \$ 92,749.92 | \$ 92,749.92 |
| | | | | NET CHANGE | \$ 159,956.88 | |

| SERVICE NAME | NET CHANGE BY ACRN | ACCOUNTING CLASSIFICATION | ACCOUNTING STATION | INCREASE/DECREASE AMOUNT |
|-----------------|-----------------------|---------------------------|-----------------------|-----------------------------|
| Army | AA | 97 X4930AC9G 6D | 26KB S11116 | \$ 159,956.88 |
| | | | | NET CHANGE \$ 159,956.88 |

| | PRIOR AMOUNT OF AWARD | INCREASE/DECREASE AMOUNT | CUMULATIVE OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 557,289.40 | \$ 159,956.88 | \$ 717,246.28 |

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> |
|---------------|------------------------|------------------------------------|-------------|
| I-1 | CHANGED 52.216-24 | LIMITATION OF GOVERNMENT LIABILITY | APR/1984 |

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$159,959.28.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$159,959.28.

(End of clause)

(IF6056)

| | | | |
|-----|----------------------|-------------------------|----------|
| I-2 | CHANGED 252.217-7027 | CONTRACT DEFINITIZATION | OCT/1998 |
| | DFARS | | |

(a) A FIRM FIXED PRICE DELIVERY ORDER 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 underfinitized 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 cost or pricing data supporting its proposal.

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

| | |
|---|---------------|
| PROJECTED DATE TO RECEIVE PROPOSAL | 14 APRIL 2000 |
| PROJECTED DATE TO BEGIN NEGOTIATIONS | 5 MAY 2000 |
| PROJECTED COMPLETION OF NEGOTIATIONS | 5 JUNE 2000 |
| PROJECTED DATE OF CONTRACT DEFINITIZATION | 5 JULY 2000 |

(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 underfinitized 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

TOTAL PRICE FOR CLINS 0028AA AND 0029AA in no event to exceed \$159,959.28. _____

End of clause

(IA6715)