

2. Contract (Proc. Inst. Ident) No. DAAE07-00-D-M051	3. Effective Date 2000NOV16	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM SFAE-GCS-W-BCTP LESLIE LEWIS (586)753-2072 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: LEWISL@TACOM.ARMY.MIL	Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000 SCD A PAS NONE ADP PT SC1012	Code S2305A
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7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	
To The Address Shown In: Item 12	
Code 1NLE2	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266	Code HQ0337
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price Cost-Plus-Award-Fee	15C. Quantity	15D. Unit	15E. Unit Price KIND OF CONTRACT: Supply Contracts and Priced Orders	15F. Amount
Contract Expiration Date: 2008SEP30				15G. Total Amount Of Contract	\$0.00

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
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X	C	Description/Specs./Work Statement	39	X	J	List of Attachments	68
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DAAE0700RM032</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer
19B. Name of Contractor	20B. United States Of America
19c. Date Signed	20C. Date Signed
By _____ (Signature of person authorized to sign)	By _____ SIGNED REPRINT (Signature of Contracting Officer)

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SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING MODIFICATIONS HAVE BEEN INCORPORATED

A00001
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A00007
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SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Interim Armored Vehicles

1. This Modification P00001 to Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The purpose of this Modification P00001 is to revise the IAV Performance Specification No. 2000.2 for the Mortar Carrier Vehicle to
 - a) Clarify the number of soldiers in a squad; and,
 - b) Clarify the number of mortars employed at one time.
3. IAV Performance Specification No. 2000.2 Paragraph 3.1.1.2.2 is revised to read as follows:

"3.1.1.2.2 MC Squad. The squad shall be five soldiers. The MC squad (which includes the MC crew is a total of five soldiers) shall provide the capability to effectively employ: 120mm; or 60/120; or 81/120 mortar. The squad will employ only one mortar system at a time."
4. As a result of this modification, page 20 of the IAV Performance Specification is deleted and the attached newly revised page 20, reflecting the tracked changes to Paragraph 3.1.1.2.2, is incorporated into the contract in lieu thereof.
5. This revision to the IAV Performance Specification No. 2000.2 neither increases nor decreases the estimated cost or price of any current or future delivery orders issued under this contract. Except as specifically stated, all other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 001 ***

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES

1. This Modification 04 to Requirements Contract DAAE07-00-D-M051 is a unilateral action.
2. Pursuant to the Changes--Cost reimbursement (Alternate II (APR 1984) Clause, FAR 52.243-2 (AUG 87), contained in the contract, the Government hereby deletes the requirement for integration of a remote weapons station from the scope of work in Paragraph C.5.8.1.5 Fire Support Vehicle. If the funding allotted to Delivery Order 0001, issued against this requirements contract, as a result of this change order is not considered equitable, the contractor must assert its right to an adjustment under FAR.243-2 within 30 days from the date of receipt of this modification.
3. Pursuant to the Changes--Fixed-Price Clause, FAR 52.243-1 (AUG 87), contained in the contract, the Government hereby revises the performance specification for the Fire Support Vehicle to delete the requirement for the armament station to provide protection for the operator while being fired. A new Paragraph 3.1.2.2.2, reflecting this change, is hereby incorporated into the Performance Specification 2000.5 (FSV) in Attachment 1 to the contract. This change shall apply to all FSV vehicles ordered under the contract. As a result of this change to the requirement for the FSV vehicle, the Government shall be entitled to an equitable adjustment in the contract price for such vehicles. In no event shall the equitable adjustment result in an increase in the price for such vehicles. The contractor shall provide a proposal for an equitable adjustment in the contract price for the aforesaid change within 30 days from receipt of this modification.
4. As a result of this modification, the following pages of the contract are hereby deleted and the attached newly revised pages, reflecting tracked changes are incorporated into the contract in lieu thereof:
Section C, Description/Specifications/Work Statement, page 23.
Attachment 1, Performance Specification, page 27.
5. Except as otherwise specifically stated above, all other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 002 ***

Program: Interim Armored Vehicle (IAV) Engineering Manufacturing Development (EMD)

1. This Modification P00005 to Requirements Contract DAAE07-00-D-M051 is a unilateral modification.
2. Pursuant to the Changes--Cost Reimbursement (Alternate II (APR 1984) Clause, FAR 52.243-2 (AUG 1987), contained in the contract, the

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Government hereby adds the following provision to the contract:

H.33 Use of Government Test Support/Services. The contractor and his prime subcontractors are authorized to obtain test support/services from Major Range and Test Facility Base (MRTFB) installations as government-furnished services at the government established rate."

3. As a result of this modification, page 32 of the contract is hereby deleted and the attached newly revised page 32 is incorporated into the contract in lieu thereof.

4. This change neither increases nor decreases the estimated cost, or price of any current or future delivery orders issued under this contract. Except as specifically stated, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 003 ***

PROGRAM: Family of Interim Armored Vehicles

1. This Modification P00006 to Requirements Contract DAAE07-00-D-M051 provides notice to the contractor that the Government hereby terminates a portion of the performance of work in accordance with FAR Clause 52.249-2 entitled "Termination for the Convenience of the Government (Fixed-Price) (SEP 1996).

2. On 20 Jul 01, the Contracting Officer issued a Stop Work Order on the requirements specified in Paragraphs 3.1.1.1.2.1.3, 3.1.1.1.2.1.3.1, and 3.1.1.1.2.1.3.2 of the Engineering Squad Vehicle (ESV) Performance Specification Number 2000.6. This partial termination for convenience notification constitutes the Contracting Officers response concluding the work required for the Specification paragraphs identified in this termination notice.

3. The performance of work specified in the Engineering Squad Vehicle (ESV) Performance Specification Number 2000.6 Paragraphs 3.1.1.1.2.1.3, 3.1.1.1.2.1.3.1, and 3.1.1.1.2.1.3.2 is hereby terminated, effective the date of this Modification P00006. The portion of work terminated under the ESV Performance Specification, Number 2000.6, is as follows:

"3.1.1.1.2.1.3 Mine Detection Device. The ESV shall be integrated with available or emerging mine detection devices to provide mine detection and mine location capability during route clearance operations."

"3.1.1.1.2.1.3.1 Weight. Weight of Mine Detection system shall not exceed weight handling capabilities of host vehicle."

"3.1.1.1.2.1.3.2 Human Factors. Mine detection system shall not obstruct driver's field of vision unacceptably, nor the vehicle occupants' ingress/egress."

4. As a result of this partial termination of work, page 33 of the Engineering Squad Vehicle (ESV) Performance Specification Number 2000.6 is deleted and the attached newly revised page 33 is provided to reflect the deletion of paragraphs 3.1.1.1.2.1.3, 3.1.1.1.2.1.3.1, and 3.1.1.1.2.1.3.2.

5. The contractor shall promptly submit a proposal for the downward equitable adjustment of the Engineering Squad Vehicle prices specified in this contract.

6. Except as specifically stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 004 ***

PROGRAM: INTERIM ARMORED VEHICLES

1. This Modification P00007 is a bilateral modification to Requirements Contract DAAE07-00-D-M051 that is being issued pursuant to Paragraph C.5.8.1 entitled "Systems Engineering - FUE and Clause I.74 entitled "Changes - Cost Reimbursement (Alternate II)(APR 1984) of the Contract.

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2. The purpose of this Modification P00007 is to:

- (a) provide the contractor with nine (9) machine guns as "Golden Sets" to assist with the integration and qualification of the Remote Weapon Station (RWS) for the Infantry Carrier Vehicle (ICV);
- (b) provide the contractor with four (4) M30 Bore Sight Kits (for .50 cal machine gun) and sixteen (16) M6 Grenade Simulators to support IAV production inspection/ acceptance testing;
- (c) provide the contractor with two (2) machine guns as "ASIOE" and one (1) machine gun mount as a "Golden Set" to assist with the design of the Commander's Weapon Station (CWS) for the Mobile Gun System (MGS).

3. As a result of this modification, Attachment 5 to the Requirements Contract entitled "Government Furnished Equipment and ASIOE" is hereby revised to add Pages 5A and 5B.

4. This change to Attachment 5 of the contract does not increase the estimated cost or price of any current or future delivery order issued under this contract.

5. Except as stated herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 005 ***

1. This is a bilateral modification P00008, to Attachment 1, titled IAV Performance Specification at Initial Delivery, contract DAAE07-00-D-M051.

2. Paragraph 3.1.1.9 Painting. Effective with the 150th IAV vehicle delivered to the Government and delineated as follows:ICV 0001-0076; CV0001-0021; MCV0001-0043; NBCRV0001-0004; RV0001-0005, the following specifications are incorporated into into the contract. Specification MIL-T-704 (Treatment and Painting of Material) is replaced with MIL-C-53072. The procedures in MIL-C-53072 shall be adhered to with the exception of the application of hexavalent chromium based pre-treatment on high hard steel in excess of Rockwell C-40. The contractor shall use either zinc phosphate based pre-treatments or in lieu of this, the contractor shall blast Ballistic Steel (a surface finish profile 1.0 to 3.0 thousandths of an inch) and prime the surface within six hours or for non-Ballistic High Hard Steel the contractor shall clean the surface in accordance with MIL-C-53072. The contractor may propose an alternate cleaning method in accordance with MIL-C-53072. The contractor shall notify the Government in advance if an alternate cleaning method is proposed. If primer is not applied within the specified time limit, the contractor shall apply a chemical wash KLEENINHIB 486 or equivalent to prevent flash rust prior to the application of primer. The contractor shall remove rust inhibitor, KLEENINHIB 486 or equivalent, from the vehicle prior to application of primer. The contractor shall establish and demonstrate a quality control process that validates/ensures paint adhesion. Whenever practicable, the contractor may incorporate the aforementioned procedure at sooner vehicle effective points than those stated above.

3. Effective with the 150th IAV vehicle delivered to the Government and delineated as followsICV 0001-0076; CV0001-0021; MCV0001-0043; NBCRV0001-0004; RV0001-0005, the following specifications are incorporated into the contract. The contractor shall not utilize hexavalent chromium in the pretreatment process for aluminum. The contractor shall instead use commercially acceptable alternatives to pre-treat aluminum, which include but are not limited to; Oxsilan - AL-0500; Alodine 5200; and Alodine 5700. Anodizing per MIL-A-8625 is permissible providing Type I and IB are not utilized since these incorporate hexavalent chromium. The contractor must use alternative non-chrome sealers as discussed in para 3.8 of MIL-A-8625. Anodized components which will subsequently be painted shall use nickel or cobalt acetate based sealer. For components which are anodized and not subsequently painted the recommended sealer is EnviroSeal 2500 or an equivalent. Whenever practicable, the contractor may incorporate the aforementioned procedure at sooner vehicle effective points than those stated above. Aluminum components requiring electrical conductivity, shall be treated in accordance with MIL-C-5541 Class 3.

4. The Government invites the contractor to offer for consideration any other alternatives to MIL-C-5541, in addition to Oxsilan - AL0500; Alodine 5200; and Alodine 5700 that meet IAV performance requirements. The Government invites the contractor to offer for consideration any other alternatives to MIL-C-53072 in the area of pretreating non Ballistic High Hard Steel.

5. If the contractor for any reason believes that hexavalent chromium based pre-treatment materials are the only acceptable substance with no known alternatives, then the contractor shall seek Government approval in accordance with C.3.10 and C.5.13 of the contract. The Government will consider waivers in these situations as required. Under no circumstances will hexavalent chromium be used without prior Government approval.

6. The above specifications are applicable to all IAV's ordered against this requirements contract following delivery of the 150th vehicle (ICV 0001-0076; CV0001-0021; MCV0001-0043; NBCRV0001-0004; RV0001-0005).

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7. Above changes are incorporated into the contract at no adjustment to contract price.
8. All other terms and conditions remain in full force and effect.

*** END OF NARRATIVE A 006 ***

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES

1. This Modification P00010 to Requirements Contract DAAE07-00-D-M051 is a unilateral action.
2. Pursuant to the Changes--Cost reimbursement (Alternate II (APR 1984) Clause, FAR 52.243-2 (AUG 87), contained in the contract and the letters of direction from the Contracting Officer(dated 20JUL01 and 07SEP01), the Government hereby deletes the requirement for integration of a remote weapons station from the scope of work in Paragraph C.5.8.1.2 Reconnaissance Vehicle. If the funding allotted to Delivery Order 0001, issued against this requirements contract, is not considered equitable as a result of this change order the contractor must assert its right to an adjustment under FAR.243-2 within 30 days from the date of receipt of this modification. If, as a result of this change order, a downward adjustment to the funding allotted to Delivery Order 0001 is estimated, the contractor is requested to submit a proposal for a downward adjustment within 30 days from the date of receipt of this modification.
3. Pursuant to the Changes--Fixed-Price Clause, FAR 52.243-1 (AUG 87), contained in the contract and the letters of direction from the Contracting Officer(dated 20JUL01 and 07SEP01), the Government hereby revises the performance specification for the Reconnaissance Vehicle to delete the requirement for the armament station to provide protection for the operator while being fired. A new Paragraph 3.1.2.2.2, reflecting this change, is hereby incorporated into the Performance Specification 2000.4 (RV) in Attachment 1 to the contract. This change shall apply to all RV vehicles ordered under the contract inclusive of vehicles ordered to date under Delivery Order 0002 to the contract. As a result of this change to the requirement for the RV vehicle, the Government shall be entitled to an equitable adjustment in the contract price for such vehicles. In no event shall the equitable adjustment result in an increase in the price for such vehicles. The contractor shall provide a proposal for an equitable adjustment in the contract price for the aforesaid change within 30 days from receipt of this modification.
4. As a result of this modification, the following pages of the contract are hereby deleted and the attached newly revised pages, reflecting tracked changes are incorporated into the contract in lieu thereof:
Section C, Description/Specifications/Work Statement, page 22.
Attachment 1, Performance Specification, page 25, and new page 25a is hereby added.
5. Except as otherwise specifically stated above, all other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 007 ***

PROGRAM: Family of Interim Armored Vehicles

1. This Modification P00011 to Requirements Contract DAAE07-00-D-M051 is a unilateral action.
2. The Nuclear, Biological, and Chemical Reconnaissance Vehicle (NBCRV) performance specification 2000.9 is hereby replaced in its entirety by a new 2000.9 (attached).
3. Except as specifically stated herein, all terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 008 ***

PROGRAM: Family of Interim Armored Vehicles

1. This Modification P00013 to Requirements Contract DAAE07-00-D-M051 is a bilateral action.
2. The purpose of this modification is to revise Contract Section C.6.9.1 to add the requirement for additional subcontractor relationships with critical NBC Sensor Suite component manufacturers to help in the integration of those components into the NBCRV as well and to provide test and logistics support as necessary.

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3. The contractor shall provide a proposed scope of work for each subcontract along with any proposal for cost impact to the Government by 15 December 01.

4. Except as specifically stated, all other terms and conditions of the Requirements Contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 009 ***

1. This bi-lateral modification to contract DAAE07-00-D-M051, P00014, to replace Attachment 5 (Government Furnished Equipment and Associated Supports Items Of Equipment) in its entirety with Attachment 5.1 (Government Furnished Equipment and ASIOE). Pursuant to Clause I.73 of the requirements Clause entitled, "Changes-Fixed Price", FAR 52.243-1, August 1987, the USG requires the contractor to submit a proposal for an equitable adjustment on vehicle price for the following changes from ATCH 5.0 to 5.1:

A. The following summarizes the no cost changes between Attachment 5.0 and 5.1:

- (1) Added three columns: Government Furnished Material, shipping locations, and National Stock Numbers
- (2) Defined GFM in the Definitions and Assumptions section of Attachment 5
- (3) Added Note 6 which reads, "National Stock Number (NSN) refers to 'B' Kit components only"

(4) Deleted pages 3-15 in Attachment 5 and replaced with Tab A (Configuration Per Vehicle Variant), Tab B (Weapons), and Tab C (NBCRV Sensor Suite).

B. This further defines the USG's and contractor's responsibility as it pertains to Attachment 5 and related hardware issues and equitable adjustments on the following hardware : SINCGAR Tray Mounts (MT-6352); EPLRS URO Bracket; DVE Bracket; FHMUX Tray Mounts (MK-2863); Bearing, Sleeve (P/N 12340310); Panel, Armament Assembly (P/N 2460206); and Ring, Turret Lock (P/N 12340298).

(1) The USG is responsible to provide the following under the terms and conditions of the contract:

a. SINCGAR Tray Mounts (MT-6352). USG will provide trays for production for the first 769 vehicles. The JV will quote a firm fixed price proposal to provide trays for the balance of the program.

b. DVE Bracket. The USG will provide the entire production quantity. The contractor will provide an equitable adjustment proposal for any hardware costs the contractor had priced to interface the Bradley bracket for the IAV.

(2) The contractor is responsible to provide the following under the terms and conditions of the contract, albeit to facilitate the production schedule, the government will procure initial quantities with consideration from the contractor through a equitable downward vehicle price adjustment:

a. EPLRS URO Bracket Mount (NSN 5340-01-386-7841). As an interim solution, the USG will procure the first 775 mounts needed for production. The contractor is responsible for the remaining production quantity. As consideration for the USG providing the bracket mount, the contractor agrees to an equitable reduction in vehicle price.

b. FHMUX Tray Mount (MK 2863). The USG will procure the first 120 mounts needed for production. The contractor is responsible for the remaining production quantity. As consideration for the USG providing the mount, the contractor agrees to an equitable reduction in vehicle price.

c. Bearing, Sleeve (P/N 12340310). The USG will procure the first 158 Sleeve Bearings for the RV and FSV configurations needed for the Cupola assembly. The contractor is responsible for the remaining production quantity. As consideration, the contractor agrees to an equitable reduction in vehicle price.

d. Panel, Armament Assembly (P/N 2460206). This item is referred to as the "A-Frame". The USG will purchase the first 158 Panel Armament Assembly needed for production. The contractor is responsible for the remaining production quantity. As consideration, the contractor agrees to an equitable reduction in vehicle price.

e. Ring, Turret Lock (P/N 12340298). The USG will procure the first 158 sets of Ring, Turret Locks (consists of 3 pieces) for the RV and FSV configurations needed for production. The contractor is responsible for the remaining production quantity. As consideration for the USG providing the initial quantity, the contractor agrees to an equitable reduction in vehicle price.

C. Contractor will submit a Proposal for an equitable adjustment for paragraph's 1B.(2)a. thru 1B.(2)e. of this modification for minimum downward adjustment of \$189,781.00.

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(no date). This changes the Date of First Submission to 31 May 01.

4. CDRL A006 with a Block 11 date of 10-Dec-01, (copy attached), hereby replaces CDRL A001 (no date). This changes the Date of First Submission to 60 days prior to acceptance (DD-250) of first vehicle of each variant/configuration.

5. CDRL A007 with a Block 11 date of 10-Dec-01, (copy attached), hereby replaces CDRL A007 (no date). This changes the Date of First Submission to 60 DAC.

6. CDRL A012 with a Block 11 date of 10-Dec-01, (copy attached), hereby replaces CDRL A012 (no date). This changes the Date of First Submission to 30 days after facility security clearance received.

7. CDRL A016 with a Block 11 date of 10-Dec-01, (copy attached), hereby replaces CDRL A012 (no date). This changes the delivery of each Draft SAR to 120 prior to delivery of variant/configuration to Government for testing and the Final SAR to 70 days prior to delivery of variant/configuration to Government for testing.

8. CDRL A017 with a Block 11 date of 10-Dec-01, (copy attached), hereby replaces CDRL A012 (no date). This changes the Date of First Submission to 30-May-01.

9. CDRL A019 with a Block 11 date of 10-Dec-01, (copy attached), hereby replaces CDRL A019 (no date). This deletes the requirement for a Provisional Parts List (PPL) 15 days prior to Provisioning Conference.

10. CDRL A021 with a Block 11 date of 10-Dec-01, (copy attached), hereby replaces CDRL A021 (no date). This adds paragraph C.4.5.3 to Block 5 of CDRL.

11. CDRL A029 with a Block 11 date of 10-Dec-01, (copy attached), hereby replaces CDRL A029 (no date). This changes the Date of First Submission to 60 days prior to shakedown test.

12. CDRL A030 with a Block 11 date of 10-Dec-01, (copy attached), hereby replaces CDRL A030 (no date). This changes the Date of First Submission to 60 days prior to delivery of 1st vehicle for test (one submission to cover all configurations).

13. Except as specifically stated herein, all terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A 014 ***

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES

1. This Modification P00017 to Requirements Contract DAAE07-00-D-M051 is a unilateral action.

2. The purpose of this Modification P00017 is to correct the narrative on Modification P00014 dated 25 February 2002. In Paragraph 1 and 1A where there is reference made to "changes from ATCH 5.0 to 5.1", should read "changes to Attachment 5.0" (Government Furnished Equipment and ASIOE).

3. Except as specifically stated herein, all terms and conditions of the requirements contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 016 ***

1. This is a bi-lateral Modification P00018 to contract DAAE07-00-D-M051.

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2. The contract provisions of C.3.10 and C.5.13 are waived for the vehicles covered by this modification. The purpose of this modification is to incorporate contractor waiver numbers identified below into subject contract at attachment 13:

a. W-BCT-001, Vinyl Wash Pretreatment Deletion. The contractor shall add a decal or other permanent marker to ICV 001 and ICV 006 stating that if the Spall Liner is serviced or maintained using a torch or high concentration of heat that the Project Manager, Brigade Combat Team be contacted prior to maintenance/modification actions for additional guidance.

b. W-BCT-002 R2, Vinyl Wash Pretreatment Deletion on Painted Hulls, Doors, Hatches, Grills, and Fuel Tanks. Contractor shall establish and demonstrate a quality control process that validates/ensures paint adhesion. This waiver is applicable to all IAV's ordered against this requirements contract. Reference modification P00008 for IAV specifications changes.

c. W-BCT-003. Rescinded, superceded through W-BCT-005 R1.

d. W-BCT-004, Eliminate Painting of Interior Stainless Steel Components. The contractor will eliminate all prewash and painting on the following part numbers: 10626247-PC (bolt), 10638218-PG (screen), 10652324-011 (retainer, seal), 10654451-001 (bracket), and 10652472-001 (screen). This waiver is applicable to all IAV's ordered against this requirements contract.

e. W-BCT-005 R1, Identification of Components containing Hexavalent Chromium and or Cadmium. Contractor shall apply decals to all three locations as stated in subject waiver (Roof, between the two crew hatches facing the rear of the vehicle; to the right of the main terminal block; center engine access panel). Contractor developed decal shall state: "WARNING THIS VEHICLE CONTAINS HEXAVALENT CHROMIUM AND/OR CADMIUM. FOR APPROPRIATE PRECAUTIONS AND PROTECTIVE EQUIPMENT, CONSULT THE VEHICLE TECHNICAL MANUAL AND CONTACT THE PROJECT MANAGER, BRIGADE COMBAT TEAM PRIOR TO SERVICE WHERE GRINDING, TORCH OR OTHER HIGH CONCENTRATION OF HEAT IS REQUIRED". This waiver is applicable to the first 149 vehicles ordered against this requirements contract: ICV 0001-0076, CV 0001-0021, MC 0001-0043, NBCRV 0001-0004, and RV 0001-0005.

3. Subject contractor waivers are incorporated in section J, attachment 13.

4. Above contractor waivers are incorporated at no adjustment to contract price.

5. All other terms and conditions remain unchanged and are in full force and effect.

*** END OF NARRATIVE A 017 ***

CONTRACT: DAAE07-00-D-M051

PROGRAM: Family of Interim Armored Vehicles

1. This is a unilateral modification to the requirements contract DAAE07-00-D-M051.

2. The purpose of the modification is to make administrative changes to the Production Line of Balance CDRL and the MANPRINT Data Report CDRL previously added by modification A00002.

3. To avoid duplicate numbering, the Production Line of Balance CDRL number is changed from A036 to A042. A new copy of the CDRL, reflecting this change, is attached.

4. To avoid duplicate numbering, the MANPRINT Data Report CDRL number is changed from A037 to A043. A new copy of the CDRL, reflecting this change, is attached.

5. The reference to CDRL A036 on page 7a of the contract (added by modification A00002) should be changed to CDRL A042.

6. The reference to CDRL A037 on page 11 of the contract (changed by modification A00002) should be changed to CDRL A043.

7. Except as specifically stated herein, all terms and conditions remain unchanged and in full force and effect.

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*** END OF NARRATIVE A 018 ***

1. This modification P00021 is a bilateral agreement.
2. The purpose of this modification is to revise CDRL A016, Safety Assessment Report (SAR), as follows:
 - a. Revise the number of submissions from 1 draft and 1 final report to 1 draft and 1 final report per variant/configuration delivered.
 - b. Revise the submission of the draft from 150 days after contract award to 90 days prior to commencement of government testing.
 - c. Revise the submission of the final report from no later than 240 days after award of contract to 45 days prior to commencement of government testing.
3. The contractor shall provide the government with a list of required GFI SARs. The government shall provide the contractor with the requested GFI SARs upon receipt of this list. The contractor may incorporate these GFI SARs into the vehicle SAR in whatever format they are received in.
4. This effort will be covered under the firm-fixed-price portion of the contract. Therefore, paragraph C.5.12.3.2, Safety Assessment Report (SAR) is hereby deleted and the requirement for the SAR will be moved to paragraph C.3.9.4.2. Pages 12 and 31 are hereby deleted and pages 12, 12a and 31 substituted in lieu thereof.
5. The attached revised CDRL A016 is hereby substituted for the CDRL A016 originally in the contract.
6. The additional costs associated with this change will be covered under a modification to Delivery Order 0002.

*** END OF NARRATIVE A 020 ***

Program: Family of Interim Armored Vehicles

1. Modification P00022 to Requirements Contract DAAE07-00-D-M051 is a Bilateral action.
2. The purpose of this modification is to replace the NBCRV 2000.9 performance specification, previously replaced in modification P00011, in its entirety with a new NBCRV 2000.9 performance specification.
3. The new NBCRV performance specification is the basis for the EMD program rebaseline and NTE proposal in modification 47 to Delivery Order 0001.
3. Except as specifically stated herein, all terms and conditions of the requirements contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 022 ***

PROGRAM: FAMILY OF STRYKER INTERIM ARMORED VEHICLES

1. This Modification P00024 to Requirements Contract DAAE07-00-D-M051 is a bilateral agreement and is issued pursuant to Clauses I.73 and I.74 entitled "Changes - Fixed Price" FAR 52.243-1 and "Changes - Cost Reimbursement (ALT II - Apr 1984)", FAR 52.243-2 AUG 1987 respectively.
2. The parties hereto agree that the Scope of Work for Contractor Support to Government Testing is expanded to add the the following:
 - a. Increase the number of test sites from one (1) to eight (8).
 - b. Increase the number of vehicles to be tested from ninety-four (94) vehicles to one hundred thirty-five (135) vehicles.
 - c. Increase the length of the test period has been increased from one hundred ninety-five (195) months to a total of five hundred four (504) months.
3. As a result of this modification, the Contractor Support to Government Testing scope of work which was formerly located in the following paragraphs shall now be referenced in paragraph C.10 of the contract and found in full text

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in Section C of Deliver Order 0018:

- a. C.3.8.2
- b. C.5.9
- c. C.5.10.2.4
- d. E.3.6
- e. E.7.2
- f. E.7.4
- g. E.11 through E.11.3
- h. E.11.5

4. Section C pages 11, 29, 30 and 35, pages E-1 through E.6. and Section H, page 32 have been changed and the revised pages are hereby incorporated into the Contract in lieu thereof.

5. Paragraphs C.1.4 through C.1.6 and pages 1.1 and 30.1 are hereby added to Section C of the Requirements contract through this modification. Paragraph H.34 is hereby added to Section H of the Requirements contract through this modification.

6. Wherever Contractor Support to Government Testing as formerly required under the terms of Section C and E of the Requirements Contract which now, as a result of this Modification P00024, are referenced in paragraph C.10, shall be covered in the applicable scope of work under Delivery Order 0018 on a Cost Plus Fixed Fee Basis.

7. Except as otherwise specifically states above, all other terms and conditions of this contract remain in full force and effect.

*** END OF NARRATIVE A 024 ***

PROGRAM: Stryker Armored Vehicle Program

- 1. This Modification P00012 to Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
- 2. The purpose of this modification is to revise the Special Provision H.15 entitled "Warranty" in its entirety.
- 3. The attached Section H replaces the Section H previously contained in the contract.
- 4. As a result of this Modification P00012, the contract price and the price and/or cost of all Delivery Orders under this contract remain unchanged. Except as specifically stated above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A 026 ***

Program: Stryker Armored Vehicle Program

- 1. This Modification P00026 to Contract DAAE07-00-D-M051 is a supplemental agreement.
- 2. The purpose of this modification is to incorporate an additional subcontractor inspection point where the contract supplies shall be inspected. TACOM Clause 52.246-4028, contained in the contract, is revised to include the LIMA Army Tank Plant as a point of origin inspection.
- 3. This Modification P00026 neither increases nor decreases the contract price or the price and/or cost of any delivery order under the contract. Except as specifically stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 028 ***

- 1. This Modification P00016 to Requirements Contract DAAE07-00-D-M051 is a unilateral action.
- 2. The purpose of this Modification P00016 is to incorporate the Vehicle Registration Numbers for CLINs 0001, 0002, 0003, 0004, 0100,

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0200, 0201, 0300, 0500, 0600, 0700, 0800, and 0900 for delivery orders 0002, 0003 and 0005 for the First Brigade and Vehicle Registration Numbers for CLINs 0001, 0100, 0400 and 0500 for delivery order 0010 for the Second Brigade.

3. Registration numbers are assigned for the quantity of First Brigade vehicles (Attachment 28) as follows:

Delivery Order 0002:

Infantry Carrier Vehicle (ICV)	166 each
Reconnaissance/Scout Vehicle (RV)	66 each
Mortar Carrier (MC)	51 each
Commander's Vehicle (CV)	41 each
Engineer Squad Vehicle (ESV)	22 each
Medical Evacuation Vehicle (MEV)	27 each
Antitank Guided Missile Vehicle (ATGM)	52 each
Fire Suppression Vehicle (FSV)	27 each

Delivery Order 0003:

Mobile Gun System (MGS)	8 each
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Delivery Order 0005:

Nuclear Biological Chemical Reconnaissance Vehicle (NBCRV)	4 each
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4. Registration numbers are assigned for the quantity of Second Brigade vehicles (Attachment 29) as follows:

Delivery Order 0010:

Infantry Carrier Vehicle (ICV)	120 each
Mortar Carrier (MC)	36 each
Engineer Squad Vehicle (ESV)	10 each
Fire Support Vehicle (FSV)	12 each

5. This Modification P00016 incorporates the requirements of Attachment 28 and Attachment 29.

6. Except as specifically stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 029 ***

PROGRAM: FAMILY OF STRYKER BRIGADE COMBAT TEAM VEHICLES

1. This Modification P00028 to Requirements Contract DAAE07-00-D-M051 is a unilateral administrative modification.

2. The purpose of this modification is to change page 35 of Section C to page 36 and to add paragraphs H.33 and H.34 back into the contract as they were inadvertently deleted by Modification P00012.

3. As a result of this modification, Section C, page 35 is deleted and replaced by Section C, Page 36 and page 32 is added to Section H of the contract.

4. Except as specifically stated above, all other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 031 ***

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PROGRAM: STRYKER ARMORED VEHICLE PROGRAM

1. This Modification P00029 to Contract DAAE07-00-D-M051 is a bilateral modification.
2. The purpose of this modification is to downwardly adjust the Block Improvement and Retrofit prices reflected in the Requirements Contract as a result of the deletion of the Swim Requirement for the ICV and RV.
3. The parties agree to the following:

- a. the Retrofit Unit Pricing for the ICV as listed in Schedule J of Section B is changed as follows:

PREVIOUS UNIT PRICE	DOWNWARD ADJUSTMENT	NEW UNIT PRICE
\$ 232,403	(\$ 71,030)	\$ 161,373

- b. the Retrofit Unit Pricing for the RV as listed in Schedule J of Section B is changed as follows:

PREVIOUS UNIT PRICE	DOWNWARD ADJUSTMENT	NEW UNIT PRICE
\$ 225,300	(\$ 71,030)	\$ 154,270

- c. the Block Improvement Unit Pricing for the ICV as listed in Schedule K of Section B is changed as follows:

PREVIOUS UNIT PRICE	DOWNWARD ADJUSTMENT	NEW UNIT PRICE
\$ 235,511	(\$ 67,280)	\$ 168,231

- d. the Block Improvement Unit Pricing for the RV as listed in Schedule K of Section B is changed as follows:

PREVIOUS UNIT PRICE	DOWNWARD ADJUSTMENT	NEW UNIT PRICE
\$ 242,292	(\$ 67,280)	\$ 175,012

4. As a result of this modification, the following paragraphs are revised:

- a. C.5.8.1.11 (a) and (b)

5. As a result of this modification, the following paragraphs are deleted:

- a. C.7.1
- b. C.7.1.1
- c. C.9.1
- d. Swim Block Improvement paragraph on page 59 of Attachment 1, IAV Performance Specification, GM/GDLS Defense Proposal at Third Brigade Block Up-Grade/Retrofit

6. Section B, Schedules J and K, Section C, pages 23, 35 and 36 and page 59 of Attachment 1, IAV Performance Specification, GM/GDLS Defense Proposal at Third Brigade Block Up-Grade/Retrofit are hereby deleted and replaced with the revised Section B, Schedules J and K, Section C, pages 23, 35 and 36 and page 59 of Attachment 1, IAV Performance Specification, GM/GDLS Defense Proposal at Third Brigade Block Up-Grade/Retrofit.

7. The parties acknowledge that any and all claims for adjustment which they may have with respect to this action are fully satisfied in this downward adjustment.

8. That except as stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 032 ***

1. This Modification P00020 to Requirements Contract DAAE07-00-D-M051 is a unilateral action.
2. The purpose of this Modification P00020 is to incorporate Vehicle Registration Numbers for CLINs 0300AA and 0700AA for delivery order

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0010 for the Second Brigade.

3. Registration numbers are assigned for the quantity of Second Brigade vehicles (Attachment 30) as follows:

Medical Evacuation Vehicle (MEV) 15 each

Reconnaissance/Scout Vehicle (RV) 57 each

4. This Modification P00020 incorporates the requirements of Attachment 30.

5. Except as specifically stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 034 ***

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AA	<p data-bbox="266 331 678 352"><u>Supplies or Services and Prices/Costs</u></p> <p data-bbox="266 384 581 405">SECURITY CLASS: Unclassified</p> <p data-bbox="266 436 602 457"><u>INFANTRY CARRIER VEHICLE (ICV)</u></p> <p data-bbox="266 489 659 510">NOUN: INFANTRY CARRIER VEHICLE (ICV)</p> <p data-bbox="266 541 846 594">* Reference Special Provision H.3 for ICV prices in the appropriate Fiscal Year Ordering Period.</p> <p data-bbox="266 625 808 678">The ICV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.1.</p> <p data-bbox="444 730 699 751">(End of narrative B001)</p> <p data-bbox="266 804 505 825"><u>Packaging and Marking</u></p> <p data-bbox="266 856 548 877"><u>Inspection and Acceptance</u></p> <p data-bbox="266 888 727 909">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="266 940 456 961">FOB POINT: Origin</p> <p data-bbox="266 993 781 1150">SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 714	EA	\$ <u>UNDEFINITIZED</u>	
				*See H.3	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100	<u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified				
0100AA	<u>MORTAR CARRIER VEHICLE (MC)</u> NOUN: MORTAR CARRIER VEHICLE (MC) *Reference Special Provision H.3 for MC prices in the appropriate Fiscal Year Ordering Period. The MC shall be in accordance with the Contract Attachment 1, Performance Specification 2000.2. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 241	EA	\$ UNDEFINITIZED *See H.3	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0200AA	<p><u>ANTITANK GUIDED MISSILE VEHICLE(ATGM)</u></p> <p>NOUN: Antitank Guided Missile Vehicle (ATGM)</p> <p>*Reference Special Provision H.3 for ATGM prices in the appropriate Fiscal Year Ordering Period.</p> <p>The ATGM shall be in accordance with the Contract Attachment 1, Performance Specification 2000.3.</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>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 89	EA	<p>\$ UNDEFINITEZED</p> <p>*See H.3</p>	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0300AA	<p><u>RECONNAISSANCE VEHICLE (RV)</u></p> <p>NOUN: RECONNAISSANCE VEHICLE (RV)</p> <p>*Reference Special Provision H.3 for RV prices in the appropriate Fiscal Year Ordering Period.</p> <p>The RV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.4.</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>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 321	EA	\$ UNDEFINITIZED	
				*See H.3	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0400	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0400AA	<p><u>FIRE SUPPORT VEHICLE (FSV)</u></p> <p>NOUN: FIRE SUPPORT VEHICLE (FSV)</p> <p>*Reference Special Provision H.3 for FSV prices in the appropriate Fiscal Year Ordering Period.</p> <p>The FSV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.5.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 97	EA	\$ UNDEFINITIZED	
				*See H.3	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0500	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0500AA	<p><u>ENGINEERING SUPPORT VEHICLE (ESV)</u></p> <p>NOUN: ENGINEERING SUPPORT VEHICLE</p> <p>*Reference Special Provision H.3 for ESV prices in the appropriate Fiscal Year Ordering Period.</p> <p>The ESV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.6.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 72	EA	\$ UNDEFINITIZED	
				*See H.3	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0600	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0600AA	<p><u>COMMANDER'S VEHICLE (CV)</u></p> <p>NOUN: COMMANDER'S VEHICLE (CV)</p> <p>*Reference Special Provision H.3 for CV prices in the appropriate Fiscal Year Ordering Period.</p> <p>The CV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.7.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 252	EA	\$ UNDEFINITIZED	
				*See H.3	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0700	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0700AA	<p><u>MEDICAL EVACUATION VEHICLE (MEV)</u></p> <p>NOUN: MEDICAL EVACUATION VEHICLE</p> <p>*Reference Special Provision H.3 for MEV prices in the appropriate Fiscal Year Ordering Period.</p> <p>The MEV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.8.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 104	EA	\$ UNDEFINITEZED	
				*See H.3	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0800	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0800AA	<p><u>NBC RECONNAISSANCE VEHICLE (NBCRV)</u></p> <p>NOUN: NBC Reconnaissance Vehicle (NBCRV)</p> <p>*Reference Special Provision H.3 for NBCRV prices in the appropriate Fiscal Year Ordering Period.</p> <p>The NBCRV shall be in accordance with the Contract Attachment 1, Performance Specification 2000.9.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 37	EA	<p>\$ UNDEFINITIZED</p> <p>*See H.3</p>	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0900	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0900AA	<p><u>MOBILE GUN SYSTEM (MGS)</u></p> <p>NOUN: MOBILE GUN SYSTEM (MGS)</p> <p>*Reference Special Provision H.3 for MGS prices in the appropriate Fiscal Year Ordering Period.</p> <p>The MGS shall be in accordance with the Contract Attachment 1, Performance Specification 2000.10.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 204	EA	\$ UNDEFINITIZED	
				*See H.3	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
2000AA	<p><u>NEW EQUIPMENT TRAINING (NET)</u></p> <p>NOUN: NEW EQUIPMENT TRAINING (NET)</p> <p>*Net shall be in accordance with Special Provision H.7.</p> <p>Reference Section B, Schedule D, for the appropriate Fiscal Year Order Period price.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ UNDEFINITIZED	
				*See H.7	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
3000AA	<p><u>INSTRUCTOR & KEY PERSONNEL TRAINING (I&KPT)</u></p> <p>NOUN: Instructor & Key Personnel Training (I&KPT)</p> <p>*I&KPT shall be in accordance with Spectial Provision H.8.</p> <p>Reference Section B, Schedule F, for the appropriate Fiscal Year Ordering Period price.</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>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ UNDEFINITIZED	
	<p>*See H.8</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
4000AA	<p><u>MATERIEL FIELDING (MF)</u></p> <p>NOUN: MATERIEL FIELDING (MF)</p> <p>*Materiel Fielding shall be in accordance with Special Provision H.10.</p> <p>Reference Section B, Schedule D, for the appropriate Fiscal Year Ordering Period price.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ UNDEFINITIZED	
				*See H.10	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5000	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DATA ITEM</u></p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>Exhibit A includes ELINs A001 - A032.</p> <p>(End of narrative B001)</p>	1	LOT	NSP	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6000	<p><u>Supplies or Services and Prices/Costs</u></p>				
6000AA	<p>SECURITY CLASS: Unclassified</p> <p><u>ENGINEERING MANUFACTURING&DEVELOPMENT (EMD)</u></p> <p>NOUN: Engineering Manufacturing and Development (EMD)</p> <p>*EMD shall be in accordance with Special Provision H.5.</p> <p>Reference Section H.5 for the total estimated amount and the incremental funding schedule.</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>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>		EA	<p>\$ UNDEFINITIZED</p> <p>*See H.5</p>	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7000	<u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified				
7000AA	<u>CONTRACTOR LOGISTICS SUPPORT (CLS)</u> NOUN: Contractor Logistics Support (CLS) Maintenance Support for the ICV *CLS Maintenance Support of the ICV shall be in accordance with Special Provision H.13. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.		EA	\$ UNDEFINITIZED *See H.13	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7001	<u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified				
7001AA	<u>CONTRACTOR LOGISTICS SUPPORT (CLS)</u> NOUN: Contractor Logistics Support (CLS) Maintenance Support for the MGS *CLS Maintenance Support of the ICV shall be in accordance with Special Provision H.16. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.		EA	\$ UNDEFINITIZED *See H.16	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
7002AA	<p><u>RETROIFT TO INCORPORATE BLOCK IMPOVEMENTS</u></p> <p>*Retrofit to Incorporate Block Improvements in accordance with Special Provision H.17.</p> <p>Reference Section B, Schedule J, for the price.</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>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ UNDEFINITIZED *See H.17	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7003	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
7003AA	<p><u>MODELING & SIMULATION DATA REQUIREMENTS</u></p> <p>NOUN: Modeling & Simulation Data Requirements</p> <p>*Modeling & Simulation Data Requirements shall be in accordance with Special Provision H.19.</p> <p>Reference Section B, Schedule L, for the price in the appropriate fiscal year.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>		EA	<p>\$ UNDEFINITIZED</p> <p>*See H.19</p>	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7004	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
7004AA	<p><u>REFURBISHMENT&DELIVERY OF BID SAMPLE VEHICLE</u></p> <p>NOUN: Refurbishment & Delivery of Bid Sample Vehicles</p> <p>*Refurbishment and Delivery of Bid Sample Vehicles shall be in accordance with Special Provision H.20.</p> <p>Reference Section B, Schedule A-1 for the price.</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>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ UNDEFINITIZED	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7005	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
7005AA	<p><u>ADD-ON ARMOR PACKAGES</u></p> <p>NOUN: ADD-ON ARMOR PACKAGES</p> <p>*Add-On Armor Packages shall be in accordance with Special Provision H.21.</p> <p>Reference Section B, Schedule M, for the prices.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ UNDEFINITIZED	*See H.21

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8000	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
8000AA	<p><u>AWARD FEE FOR THE CONTRACTOR'S SUCCESSFUL &</u></p> <p>NOUN: Award Fee for the Contractor's Successful and Timely Performance/Support of the Initial Brigade Set</p> <p>Reference Special Provisoin H.4 for the award fee evaluation plan.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p>				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.**B.1 Engineering Development Effort - ESTIMATED COST, AWARD FEE AND PAYMENT**

B.1.1 The estimated cost for performance of the Engineering Development work (Section C.5), specified under this contract, will be set forth in a Delivery Order should the option be exercised. In consideration of performance of the work specified in Section C.5, the Government will pay the Contractor its allowable costs, which shall be determined, and payment therefore provided in accordance with the contract clause FAR 52.216-7, entitled "ALLOWABLE COST AND PAYMENT". The cost shown shall also constitute the estimated cost for performance hereunder for the purpose of the clause FAR 52.232-22, entitled "LIMITATION OF FUNDS". Neither the Government nor the Contractor guarantee the accuracy of such estimate.

B.1.2 In addition, the Contractor will be paid an award fee, in accordance with the Special Provision Clauses in Section H of the contract. The award fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's effort in connection with the Engineering Development work required and performed under this contract.

B.2 PAYMENT

The contractor may submit public vouchers bi-monthly for payment under the cost reimbursement CLIN(s) of this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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C-1	TACOM SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-L-61002 TO ELIMINATE USE OF CIODS	JUL/1995
-----	--	----------

The following change applies to MIL-L-61002, Amendment 1, dated 10 Jan 92, which is part of the technical data package (TDP) or specification for this contract. Paragraph 4.6.3.2 requires immersion testing in methyl chloroform, a Class I Ozone-Depleting Substance, or CIODS. Therefore, in order to eliminate the use of CIODS, MIL-L-61002 is changed as follows:

When meeting the requirements of MIL-L-61002, Amendment 1, delete the immersion testing requirements of paragraph 4.6.3.2.
(End of clause)

C-2	TACOM SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-STD-129 TO ELIMINATE USE OF CIODS	JUL/1995
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The following change applies to MIL-STD-129M, dated 15 Jun 93, which is part of the technical data package (TDP) or specification for this contract. The following references to Class I Ozone-Depleting Substances, or CIODS, are part of MIL-STD-129M:

- a. Paragraphs 3.27 and 3.28 reference MIL-P-116;
- b. Paragraphs 5.1.1.2 and 5.1.1.3 reference MIL-C-46168 and MIL-C-53039;
- c. Numerous paragraphs require labels per MIL-L-61002.

Therefore, in order to eliminate the use of CIODS, MIL-STD-129M is changed as follows:

- a. For paragraphs 3.27 and 3.28, comply with MIL-P-116J, Amendment 2, dated 18 Aug 93.
- b. For paragraphs 5.1.1.2 and 5.1.1.3, comply with both MIL-C-46168D, Amendment 3, dated 21 May 93 and MIL-C-53039A, Amendment 2, dated 19 May 93.
- c. For paragraph 4.6.3.2 of MIL-L-61002, Amendment 1, dated 10 Jan 92, delete the immersion testing requirements for all references to MIL-L-61002.

(END OF CLAUSE)

C-3	52.239-4001 (TACOM)	YEAR 2000 (Y2K) COMPLIANCE	MAY/1999
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(a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

(b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

(c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.

(End of clause)

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-3	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-4	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	MAY/2001
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-6	52.246-4024 (TACOM)	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	SEP/1992

1. GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract, under the following conditions:

a. You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:

b. You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item meets the contract requirements.

2. HOW TO SUBMIT A TEST DELETION REQUEST.

a. BEFORE CONTRACT AWARD - Submit your request along with your bid or proposal. Make sure that your bid or proposal includes an alternate price (that reflects how your basic price would change if we approved your request).

b. AFTER CONTRACT AWARD - Send your requests to (USA TACOM, Warren, MI 48397-5000, ATTN: AMSTA-LC-X-P) at least 45 days before you're scheduled to make delivery of the affected end item.

c. ALL REQUESTS MUST -

- (1) identify the test(s) you want deleted;
- (2) state the basis for your request;
- (3) include a list of configuration changes made;
- (4) demonstrate that you meet the conditions in paragraph 1a or 1b above;
- (5) include proposed amount of equitable adjustment (if change is requested after award)

3. SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with this data if we ask for it.

4. CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price, under the Changes clause of this contract.

E-7	52.211-4030 (TACOM)	SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES	MAR/2001
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a) Application: MIL-C-46168
MIL-C-53039
MIL-PRF-22750

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.

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(4) On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2
MIL-C-53039	1.8 - 3.2

*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment

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(Name)

1991 OXFORD ST EAST LONDON MIDDLESEX ONTARIO NGA4N5

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: GENERAL DYNAMICS LIMA ARMY TANK PLANT

(Name)

1161 BUCKEYE ROAD LIMA ALLEN OH 45804-1825

(Address) (City) (County) (State) (Zip)

(End of Clause)

E-10 52.246-4029 ACCEPTANCE POINT: ORIGIN OCT/2002
(TACOM)

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E-11 52.246-4048 DRAWINGS FOR INSPECTION NOV/1982
(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.242-4006 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	JAN/1997

Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(a) Start deliveries (Offeror will propose in accordance with (IAW Section H) days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(1) You'll deliver a minimum of (Offeror will propose IAW Section H) units every 30 days;

(2) You'll deliver a maximum of (Offeror will propose IAW Section H) units every 30 days.

(b) You can deliver more than the maximum number of units every thirty days: (Offeror will propose IAW Section H)

(c) Individual delivery order quantities will not exceed the maximums specified in the Section H clause DELIVERY ORDER LIMITATIONS.

F-9	52.242-15	STOP-WORK ORDER (ALTERNATE I dated APR 1984)	AUG/1989
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(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

F-10 52.247-65 F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-11 52.227-4002 DATA (SOFTWARE) APR/1985
(TACOM)

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander
US Army Tank-automotive and Armaments Command
ATTN: (See DD Form 1423, Block 14)
Warren, MI 48397-5000

F-12 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT FEB/2002
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and

(2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

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[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS	FEB/2002
H-2	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	FEB/2002
H-3	52.232-16	PROGRESS PAYMENTS (Alternate III, dated March 2000)	FEB/2002
H-4	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-5	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-6	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-7	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-8	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-9	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS ALTERNATE I	DEC/1991
H-10	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
H-11	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
H-12	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-13	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-14	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-15	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	SEP/2001
H-16	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-17	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-18	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	DEC/1991
H-19	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
H-20	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-21	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-22	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-23	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-24	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
H-25	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-26	252.234-7001	EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
H-27	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
H-28	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-29	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-30	252.246-7001	WARRANTY OF DATA	DEC/1991
H-31	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-32	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 30 September 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

H-33	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

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(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEP 2008.

(End of clause)

H-34 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES MAR/1998

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of TBD, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

H-35 252.243-7000 ENGINEERING CHANGE PROPOSALS - ALTERNATE I (MAY 1994) SEP/1999
(ALT I)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price or a "not less than" price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts**.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit-

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(d) If the price of a Contractor initiated engineering change is 10,000 or less, the change, if ordered, shall be made at no adjustment in the contract price.

** In cost reimbursement type contracts, replace this sentence with the following: "Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost."

(End of clause)

H-36 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/1998

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

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(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-37 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990
The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-38 TACOM SUBMISSION OF PRODUCTION PLANNING REPORT MAY/1994
a. This clause implements paragraph (a) of FAR 52.242-2, PRODUCTION PROGRESS REPORTS, from Section I of the contract.

b. For this contract, you must give us a report per FAR 52.242-2 only if the contracting officer asks you in writing to do so, on or after contract award. If the contracting officer asks, you will send him or her a report, consisting of a copy of your production plan, milestone schedule, or other planning document you write in-house to (i) identify and (ii) schedule the steps that will be required to perform this contract per the delivery schedule. Send the report within 14 calendar days of the date you receive the request.

c. Your report may be in whatever format you use for planning and management purposes, so long as (i) it is legible and (ii) you include a key to translate abbreviations, acronyms, and codes used in your format.

d. Your initial submission normally will be the only report you must make per this clause. However, you will receive comments and be asked to respond if the contracting officer, within 30 days after having received your report, thinks you have left out crucial steps, or is concerned about the adequacy of your report. Your response can be in the form of explanation, a revised production plan, or both, but must be made to the contracting officer within 30 calendar days after you receive his or her comments.

e. You agree that the production plans you furnish per this clause and FAR 52.242-2 are the plans you will follow in performing

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this contract.

(END OF CLAUSE)

H-39 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-40 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

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The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H-41 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-29	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-33	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-36	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-37	52.225-10	DUTY-FREE ENTRY	APR/1984
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-39	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-40	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.227-3	PATENT INDEMNITY	APR/1984
I-43	52.227-9	REFUND OF ROYALTIES	APR/1984
I-44	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-45	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-46	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-47	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-48	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-49	52.229-7	TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS	JAN/1991
I-50	52.230-2	COST ACCOUNTING STANDARDS	APR/1998

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I-51	52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG/1992
I-52	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-53	52.232-1	PAYMENTS	APR/1984
I-54	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-55	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-56	52.232-11	EXTRAS	APR/1984
I-57	52.232-17	INTEREST	JUN/1996
I-58	52.232-20	LIMITATION OF COST	APR/1984
I-59	52.232-22	LIMITATION OF FUNDS	APR/1984
I-60	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-61	52.232-25	PROMPT PAYMENT	FEB/2002
I-62	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-63	52.233-1	DISPUTES	JUL/2002
I-64	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-65	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-66	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-67	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-68	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-69	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-70	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-71	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-72	52.242-13	BANKRUPTCY	JUL/1995
I-73	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-74	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dated April 1984)	AUG/1987
I-75	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-76	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-77	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-78	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-79	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)	DEC/1989
I-80	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-81	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-82	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-83	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-84	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-85	52.248-1	VALUE ENGINEERING	FEB/2000
I-86	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-87	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-88	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-89	52.249-14	EXCUSABLE DELAYS	APR/1984
I-90	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-91	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-92	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-93	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-94	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-95	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-96	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-97	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-98	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-99	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-100	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-101	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-102	252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991

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I-103	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-104	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-105	252.225-7022	RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER	JUN/1997
I-106	252.225-7024	RESTRICTION ON ACQUISITION OF NIGHT VISION IMAGE INTENSIFIER TUBES AND DEVICES	DEC/1991
I-107	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-108	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-109	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-110	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-111	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-112	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-113	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-114	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995
I-115	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-116	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-117	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-118	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-119	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-120	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-121	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-122	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-123	252.227-7032	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)	JUN/1975
I-124	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-125	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
I-126	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-127	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-128	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-129	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-130	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
I-131	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-132	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-133	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-134	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or

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subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: (TO BE DETERMINED).

(End of clause)

I-135 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TBD or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-136 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 120 days prior to the delivery of, or prior to

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completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

I-137

52.225-10

DUTY-FREE ENTRY

APR/1984

(a) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for any duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(b) Except for supplies listed in the Schedule to be accorded duty-free entry, and except as provided under any other clause of this contract or in paragraph (c) below, the following procedures apply:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of (TO BE DETERMINED) that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation into end items to be delivered under this contract. The notice shall be furnished to the Contracting Officer at least 20 days before the importation and shall identify (i) the foreign supplies, (ii) the estimated amount of duty, and (iii) the country of origin.

(2) If the Contracting Officer determines that these supplies should be entered duty-free, the Contracting Officer shall notify the Contractor within ten days.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(c) Paragraph (b) above shall not apply to purchases of foreign supplies if (1) they are identical in nature with items purchased by the Contractor or any subcontractor in connection with its commercial business and (2) segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(d) The Contractor warrants that all supplies for which duty-free entry is to be claimed are intended to be delivered to the Government or incorporated into the end items to be delivered under this contract, and that duty shall be paid to the extent that these supplies, or any portion of them, are diverted to non-Governmental use, other than as scrap or salvage or as a result of a competitive sale authorized by the Contracting Officer.

(e) The Government agrees to execute any required duty-free entry certificates for items specified in this contract or approved by the Contracting Officer and to assist the Contractor in obtaining duty-free entry of the supplies.

(f) All shipping documents covering the supplies to be entered duty-free shall consign the shipments to the contracting agency in care of the Contractor and shall include the delivery address of the Contractor (or contracting agency, if appropriate). The documents shall bear the following information:

(1) Government prime contract number.

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(2) Identification of carrier.

(3) The notation UNITED STATES GOVERNMENT, US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND, Duty-free entry to be claimed pursuant to Item No(s)(from Tariff Schedules), Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.

(4) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(5) Estimated value in United States dollars.

(g) The Contractor agrees to instruct the foreign supplier to consign the shipment as specified in (f) above, to mark all packages with the words UNITED STATES GOVERNMENT, and the title of the contracting agency, and to accompany the shipment with at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(h) The Contractor agrees to notify in writing the cognizant contract administration office immediately upon notification from the Contracting Officer that duty-free entry will be accorded (or, if the duty-free supplies were listed in the contract Schedule, upon award by the Contractor to the overseas supplier). The notice shall identify (1) the foreign supplies, (2) the country of origin, (3) the contract number, and (4) the scheduled delivery date(s).

(i) The Contractor agrees to insert the substance of this clause in any subcontract under which--

(1) There will be imported into the customs territory of the United States supplies identified in the Schedule as supplies to be accorded duty-free entry; or

(2) Other foreign supplies in excess of (TO BE DETERMINED) may be imported into the customs territory of the United States.

(End of clause)

I-138 52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (ALTERNATE I, JAN/1997
dated June 1989)

(a) Definitions.

Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

Made, when used in relation to any invention, means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 5018a9 of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 532) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements: TBD.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor.

(1) The Contractor shall disclose each subject invention to the Contracting Officer within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within six months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a

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written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within eight months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within one year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extensions of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above, (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferrable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and

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promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: THIS INVENTION WAS MADE WITH GOVERNMENT SUPPORT UNDER (identify the contract) AWARDED BY (identify the Federal agency). THE GOVERNMENT HAS CERTAIN RIGHTS IN THIS INVENTION.

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within six months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within three months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patents rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) and (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any such invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include this clause (52.227-11 of the Federal Acquisition Regulation (FAR)), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor

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in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee, or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensee;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. Reserved.

(l) Communications.

(Complete according to agency instructions.)

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until three years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

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(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of a unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or five percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(6) above.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

I-139 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of CANADA, or from which the Contractor or any subcontractor under this contract is exempt under the laws of CANADA, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

I-140 52.229-9 TAXES--COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of CANADA, or from which the Contractor or any subcontractor under this contract is exempt under the laws of CANADA, shall not constitute an allowable cost under this contract.

(b) If any subcontractor obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid (not credited to the contract) to the Treasurer of the United States at the time the Federal income tax return is filed.

(End of clause)

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I-141 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

(a) Definition.

Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
See Attachment 5.1, TAB B	See Attachment 5.1, TAB B	See Attachment 5.1, TAB B

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E, or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

I-142 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

(End of clause)

I-143 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) APR/1984

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

I-144 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

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(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093). Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

[End of Clause]

I-145 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

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I-146 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-147 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-148 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES AUG/1999

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Special Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to

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classified information and shall submit a report to the Contractor's security activity.

(End of clause)

I-149 252.233-7001 CHOICE OF LAW (OVERSEAS) JUN/1997

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

I-150 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

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(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-151	52.204-4008	REQUIRED USE OF ELECTRONIC DATA INTERCHANGE (EDI)	MAY/2000
	(TACOM)		

The Government reserves the right to commence issuing orders to the contract within 90 calendar days after contract award. Any modifications and any delivery orders will be delivered electronically to the contractor using Electronic Data Interchange (EDI) via the Federal Acquisition Network (FACNET). Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

[End of Clause]

I-152	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	SECTION C			EMAIL
Attachment 002	PERFORMANCE SPECIFICATIONS			EMAIL
Attachment 003	WAIVERS - SEE ATTACHMENT 13	15-FEB-2002	010	EMAIL

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-2	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

(a)

(1) The standard industrial classification (SIC) code for this acquisition is 3795.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is,
() is not,

a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is,
() is not,
a small disadvantaged business concern as defined in 13 CFR 124.1002.(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it () is,
() is not,
a women-owned small business concern.

(4) [Complete only if offeror represented itself as [small business concern in paragraph (b)(1)] of this provision]. [The offeror represents, as [part of its offer, that--

(i) It ()_is,
()_is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ()_is,
()_is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the

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clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-5 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS APR/1991

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

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(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

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- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other:

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

- Name and TIN of common parent:

Name: _____

TIN: _____

[End of Provision]

K-7 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it is a women-owned business concern.

[End of Provision]

K-8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

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K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

- (A) are
- are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B,C) [Language removed]

(D) [Language removed]

(E) [Language removed]

(ii) [Language removed]

(iii) The Offeror

- has
- has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

- intends
- does not intend

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(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street
Address, City, County, State,
ZIP code)

Name and Address of Owner and
Operator of the Plant or Facility if
Other than Offeror or Respondent.

[End of Provision]

K-11 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER

(End of provision)

K-12 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS OCT/1998

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

() (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

() (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified

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as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

() (2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

K-13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that--

- (a) It has
 has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It has
 has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

- (a) It has developed and has on file,
 has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

- (b) By signing this offer, the offeror certifies that--

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(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

K-16 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

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- (ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- [] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- [] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- [] (4) Certificate of Interim Exemption. The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- yes
- no

[End of Provision]

K-17 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any F.O.B. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS:

[End of Provision]

K-18 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

Size of railcar _____

Type of railcar _____

(xi) Number of outer containers or pallets/skids per trailer _____ *--

Size of trailer _____

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

K-19 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT SEP/1994

(a) Definitions

As used in this provision--

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) Proscribed information means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

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term of this contract).

[End of Provision]

K-21 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

[] Yes

[] No

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

[] Yes

[] No

(2) Has the duty on such foreign supplies been paid?

[] Yes

[] No

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

[End of Provision]

K-22 252.225-7006 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM MAR/1998
CERTIFICATE

(a) Definitions. "Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the

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K-25 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

K-26 52.204-4009 ELECTRONIC DATA INTERCHANGE (EDI) DEC/1999
(TACOM)

(a) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DoD) Central Contractor Registry (CCR), including the completion of the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(b) The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . The current list of DoD approved VANS is located at <http://www.acq.osd.mil/ec/ecip/index.htm> .

(c) Registration and certification information, including information on the EDI 838 TPP must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.

(d) Information can be obtained by sending a message to: acqcenweb@ta.com.army.mil or by calling (810) 574-7225.

(e) Additional help is available to small businesses from Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the following site: <http://www.ecrc.ctc.com> .

(*****)

K-27 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

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[End of Provision]

K-28 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [] have
- [] have not

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found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____
_____	_____	_____

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- have
- have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____
_____	_____	_____

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-29 52.245-4004 REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE JAN/1991
(TACOM)

The offeror represents that there:

- is
- is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- will
- will not
- may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

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(d) Agreement.

(1) The Government shall have the right to issue instructions to the successful offeror directing shipment in accordance with those transportation characteristics stated by the offeror in its offer. If delivered supplies exceed those transportation characteristics (dimensions and weight per unit) offered by the successful offeror, the contract price shall be reduced by an amount equal to the difference between the transportation costs computed for evaluation purposes based on offeror's dimensions and weight per unit, and the transportation costs that should have been used for bid (or proposal) evaluation purposes based on correct shipping data.

(2) Where the Government issues instructions in accordance with the transportation characteristics stated by the successful offeror in its offer (for example - rail, type and size of carrier's equipment, and number of units to be loaded) and the successful offeror is unable to comply with the elected transportation characteristics, the Government shall have the right to issue amended instructions utilizing any other offered transportation characteristics. If, as a result of such amended instructions, the Government incurs transportation costs in excess of that which would have resulted from compliance with the original transportation instructions, the Contractor shall be liable for such increased cost and the contract price shall be reduced by said amount. However, when nonavailability of the offered type and size of carrier's equipment is beyond the control and without the fault or negligence of the Contractor, the Contractor shall not be liable for increased costs occasioned thereby.

(3) The Government also has the right to order shipment of the supplies requiring the use of other modes, types, and sizes of common carrier's equipment not offered, pursuant to the provisions of the CHANGES clause of this solicitation. However, no equitable adjustment may be requested for loading charges in the event of such Government instructions, if the offeror did not state loading charges in his original offer.

(4) All contractor invoices for payment against items for which loading charges were offered must attach a copy of the Government Bill of Lading (GBL) as proof of mode of shipment and identify on the invoice the amount billed for loading charges. If an item is shipped-in-place, the contractor cannot bill for loading charges until actual shipment has taken place.

(5) In the event maximum loading charges are included in the Acceptance Appendix attached to this acquisition at the time of contract award, such charges, after contract deliveries are completed, shall be subject to adjustment to reflect actual loading charges incurred by the contractor, by way of a unilateral contract modification being issued by the Government.

(e) TRANSPORTATION CHARACTERISTICS FOR F.O.B. ORIGIN OFFERS (to be filled in by offeror):

1. DIMENSIONS AND WEIGHT PER UNIT

Table with 5 columns: ITEM(S), LENGTH, WIDTH, HEIGHT, SHPG WT. Each row has a blank line for input.

CAUTION: A bidder's failure to furnish the dimensions and shipping weight may render its bid nonresponsive, unless the Contracting Officer determines that the lack of such data would clearly not affect the standing of the bid. Bidders are also cautioned to conform to any dimensional limitations which may be specified in the solicitation (i.e. _____)

2. OFFERED MODES OF TRANSPORTATION (Fill in all Applicable and Available Modes)

NOTE: State Maximum Loading Per Mode

Table for offered modes of transportation with columns for RAIL, MOTOR, WATER, and various sub-categories like Plant & Item(s), Carrier, TT o/t, Conv, TTX, Bi-, Tri-, TOFC, S, C, S, F, 3-, T, H, PORT, CITY, Loading Charge Per Item.

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(f) Explanation of Abbreviations and Terms in Above Chart:

<u>TERM</u>	<u>EXPLANATION</u>
Plant & Items	For each item, state city and state where inspection and acceptance are offered
Carrier at Plant	State Name of Carrier located at Plant
TTo/t Plant	Teamtrack other than plant (state City and State)
Conv	Standard car (open or closed)
TTX	All cars designated class FC in Official Railway Equipment Register
TOFC	Trailer on Flat Car. Piggy-back Railcars with fixed fifth wheel pedestal. (List the per trailer carloading costs separately for shipments of two trailers per car or shipments of multiple quantities (mounted) and indicate the number of trailers per load. (Multiple load requirement only applies when the characteristics of the trailer permit mounting.))
SD	Single drive or a single trailer via towaway
CD	Towbar mode
SM	Saddlemount
FM	Full mount on two trailers towaway with one trailer decked on the towed unit
TL	Truckload
HH	Heavy Hauler
Port City	Each offeror has the option to designate a Port City (see the provision EVALUATION OF EXPORT OFFERS in Section 6 of this solicitation). Inspection and acceptance shall be made F.O.B. Origin.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALT. I dated October 1997)	MAY/2001
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.234-7000	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
L-9	252.242-7006	COST/SCHEDULE STATUS REPORT PLANS	MAR/1997
L-10	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III (OCT 1997) AND ALTERNATE IV (OCT 1997))	OCT/1997

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: Reference Section L and Table L/M links at the BCT web site.

(c) Submit the cost portion of the proposal via the following electronic media: Reference Section L link at the BCT web site.
(End of provision)

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price and Cost Reimbursement contract resulting from this solicitation.
(End of provision)

L-12	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
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Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil/>; or

(b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462

(End of Provision)

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L-13 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Protest Coordinator Warren, MI 48397-5000	or	HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001 Facsimile number (703) 617-5680/617-4999 Voice number (703) 617-8176
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The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-14 AFARS 1.602- AVAILABILITY OF FUNDS FOR THIS ACQUISITION JUN/1996
2(A)(II)(B)

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

[End of Provision]

L-15 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

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- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/amc/cc/protest.html>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-16 52.204-4010 ELECTRONIC DATA INTERCHANGE (EDI)
(TACOM)

DEC/1999

(a) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DoD) Central Contractor Registry (CCR), including the completion of the EDI 838 Trading Partner Profile, and must

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agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(b) The CCR registration process may be done electronically at the World Wide Web (WWW) site:

<http://www.ccr2000.com>

The current list of DoD approved VANs is located at:

<http://www.acq.osd.mil/ec/ecip/index.htm> .

(c) Registration and certification information, including information on the EDI 838 TPP must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.

(d) Information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7225.

(e) Additional help is available to small businesses from Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the following site:

<http://www.ecrc.ctc.com>

L-17 52.204-7011 ELECTRONIC COMMERCE REQUIREMENTS JUL/1999
(TACOM)

(a) Electronic Commerce requirements are specified in the clause entitled "REQUIRED USE OF ELECTRONIC COMMERCE (EC)" in Section H of this solicitation.

(b) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7225.

(c) Additional help is also available to small businesses from Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the following site: <http://www.ecrc.ctc.com> .

(End of provision)

L-18 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000
(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

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(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-19 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002
 (TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
East 11 Mile Road
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-20 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS JUN/1997
 (TACOM)

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(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-21 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

L-22 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

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U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176
Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

L.1 PARTNERING

L.1.1 In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Partnering process.

L.1.2 Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs.them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

L.1.3 After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

L.1.4 The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

L.1.5 Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide, Partnering For Success", which is located on the AMC Home Page (http://www.amc.army.mil/amc/command_counsel/partnering.html). The principal Government representatives for this effort will be Kenneth Bousquet, US Army TACOM, AMSTA-LC-X-P.

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*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-3	52.247-47	EVALUATION--F.O.B. ORIGIN	APR/1984
M-4	52.247-4001 (TACOM)	METHOD OF EVALUATION OF TRANSPORTATION FOR F.O.B. ORIGIN OFFERS	MAR/2002

(a) For the evaluation of this offer, we will use the lowest freight rates that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the selected method of shipment, and
- based upon the following freight classification:

UFC: 6000	ITEM: 72760
NMFC: 100	ITEM: 145700

(b) In addition to using the published freight rates for evaluation, we may use the rates granted specifically by the carriers to us under Section 10721 of the Interstate Commerce Act. These rates are on file at the offices of the Military Traffic Management Command (MTMC) listed below and are available for public inspection:

Commander, HQ, EAMTMC	Commander, HQ, WAMTMC
ATTN: MTE-INP	Military Ocean Terminal
Bayonne, NJ 07002	Oakland, CA 94626

M-5	52.247-51	EVALUATION OF EXPORT OFFERS	JAN/2001
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(a) Port handling and ocean charges -- other than DoD water terminals. Port handling and ocean charges and tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.(b) F.O.B. origin, transportation under Government bill of lading.

(1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) of this clause) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.

(2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) below to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.

(3) Ports of loading shall be considered as destinations within the meaning of the term F.O.B. DESTINATION as that term is used in the F.O.B. ORIGIN clause of this contract.

(c) F.O.B. port of loading with inspection and acceptance at origin.

(1) Offers shall be evaluated on the basis of the lowest laid down cost to the Government at the overseas port of discharge via methods compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (c)(2) of this clause), shall be the port handling charges at the port of loading and ocean shipping cost from the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) below) to the overseas port of discharge.

(2) Unless offers are applicable only to F.O.B. origin delivery under Government bills of lading (see paragraph (b) above),

