

2. Amendment/Modification No. 16	3. Effective Date 2002JUL02	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM SFAB-GCS-W-BCTP JOE CLAYTON (586)753-2084 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLAYTONJ@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000	Code	S2305A
			SCD A PAS NONE ADP PT SC1012		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315  TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0002
	<input type="checkbox"/>	10B. Dated (See Item 13) 2000NOV16
Code INLE2	Facility Code	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)  
ACRN: AA NET INCREASE: \$2,772,101.00

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

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual agreement of the parties	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) MAJ WOLF PETERMANN PETERMAW@TACOM.ARMY.MIL (586)753-2074
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)
	16C. Date Signed 2002JUL02

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN DAAE07-00-D-M051/0002

MOD/AMD 16

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

## SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES

1. Modification 16, Delivery Order 0002 is a bilateral delivery order to Requirements Contract DAAE07-00-D-M051.

2. The purpose of this modification is to incorporate the following configuration changes into the Fiscal Year 2001 vehicles at the Not to Exceed (NTE) prices:

a. Command, Control, Communication Surveillance, and Reconnaissance(C4ISR)	NTE: \$9,160,320.00
	Obligated: \$2,290,080.00

This NTE is for the hardware and labor costs associated with the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) Version 1.1 to implement System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3). This NTE applies to the following vehicles: 41 CV, 27 MEV 51 MC and 66 RV.

b. Revised Load Lists for the RV, CV, ATGM and ESV	NTE: \$ 400,000.00
	Obligated: \$ 200,000.00

The Load List changes for the RV, CV, ATGM, ESV, MEV, MC and FSV that were incorporated by Modifications 08, 12 and 13 to Delivery Order 0001 are hereby incorporated into this Delivery Order 0002. This NTE is for the hardware and labor costs associated with changes to the RV, CV, ATGM, and ESV Load Lists. The MEV, MC and FSV revisions are incorporated at no additional cost. This NTE applies to the following vehicles: 66 RV, 41 CV, 52 ATGM, and 22 ESV.

c. Revised Load List for the ICV	NTE: \$ 96,192.00
	Obligated: \$ 48,096.00

The Load List changes for the ICV that were incorporated by Modification 08 to Delivery Order 0001 are hereby incorporated into this Delivery Order 0002. This NTE is for the hardware and labor costs associated with changes to the ICV Load List. This NTE applies to the following vehicles: 166 ICV.

d. Javelin	NTE: \$ 199,565.00
	Obligated: \$ 99,783.00

This NTE is for the hardware and labor costs associated with moving the two (2) Javelin missiles and two (2) AT4s from the exterior to within the interior of the ICV. This NTE applies to the following vehicles: 166 ICV.

e. ESV Through Connector	NTE: \$ 39,094.00
	Obligated: \$ 19,547.00

This NTE is for the hardware and labor costs to add a through connector with interior harness to the ESV to facilitate control of the trailer mounted munitions from inside the ESV. This change will be incorporated into the first vehicle. This NTE applies to following vehicles: 22 ESV.

f. Additional Seat (6th Seat) for the CV	NTE: \$ 229,190.00
	Obligated: \$ 114,595.00

This NTE is for the hardware and labor costs to add an additional seat (6th Seat) for the CV. The additional seat (6th Seat) will be incorporated into the vehicle as a field retrofit at Fort Lewis for the first Brigade. The seat is identical in form and location to the ICV right-side Jump Seat. This NTE applies to following vehicles: 41 CV.

3. The following three (3) actions include downward adjustments applicable to the Fiscal Year 2001 vehicles whose prices are not yet finalized.

a. Downward Adjustment-Cupola for the RV

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<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP L.L.C.		

This is a downward adjustment for the hardware and labor costs associated with the changes in the sensor suite for the RV, including but not limited to the deletion of the Remote Weapon Station (RWS).

b. Downward Adjustment-Cupola for the FSV

This is a downward adjustment for the hardware and labor costs associated with the changes in the sensor suite for the FSV, including but not limited to the deletion of the Remote Weapon Station (RWS).

c. Downward Adjustment-Mine Detection Equipment for the ESV.

This is a Downward Adjustment for the deletion of the Mine Detection Equipment for the ESV.

4. Section B of this delivery order reflects CLIN 9001AA which includes the undefinitized configuration changes.

5. The following clauses apply to the undefinitized changes provided in paragraphs 2 and 3 of this delivery order:

- FAR 52.216-24      Limitation of Government Liability
- FAR 52.216-26      Payments of Allowable Costs before Definitization
- DFARS 52.216-7027      Government Definitization

6. The Limitation of Government Liability is currently 50.0% of the estimated ceiling price applicable to all undefinitized actions listed in paragraph 2 with the exception of 2(a) C4ISR which is funded at 25%. Upon receipt of a qualifying proposal, the amount for 2(a) will be increased to 50.0%. The contractor is authorized to provide individual proposals for each of the changes in paragraph 2(a), 2(b), 2(c), 2(d) and 2(f).

7. The total amount obligated and the Limitation of Government Liability as result of this action is \$2,772,101.00.

8. 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 \*\*\*

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																						
9001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: UNDEFINITIZED VEHICLE CHANGES                      SECURITY CLASS: Unclassified                      PRON: X11GX196X1 PRON AMD: 02 ACRN: AA                      AMS CD: 31107180008</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>0</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>31-JAN-2003</td> </tr> </table> <p style="text-align: right;">\$ 2,772,101.00</p> <p>Change A                      Not to Exceed (NTE) for C4ISR</p> <p>This NTE is for the hardware associated with the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) Version 1.1 to implement System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3).</p> <p>The NTE price for Fiscal Year 2001 is listed below:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">Ceiling</td> <td style="text-align: center;">Obligated</td> </tr> <tr> <td>C4ISR</td> <td style="text-align: center;">\$9,160,320.00</td> <td style="text-align: center;">\$2,290,080.00</td> </tr> </table> <p>//////////      //////////      //////////</p> <p>CHANGE B                      Not to Exceed (NTE) for revised load lists for the RV, CV, ATGM and ESV.</p> <p>This NTE is for the hardware and labor costs associated with the revised load lists (RV, CV, ATGM and ESV) for the JV proposal received 11 Feb 2002.</p> <p>The NTE price for Fiscal Year 2001 is listed below:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">Ceiling</td> <td style="text-align: center;">Obligated</td> </tr> <tr> <td>Revised load lists</td> <td style="text-align: center;">\$400,000.00</td> <td style="text-align: center;">\$200,000.00</td> </tr> </table> <p>//////////      //////////      //////////</p> <p>CHANGE C                      Not to Exceed (NTE) for revised load list for the ICV.</p> <p>This NTE is for the hardware and labor costs associated with the revised ICV load list for the JV proposal received 06 Feb 2002.</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	0		<u>DATE</u>		31-JAN-2003		Ceiling	Obligated	C4ISR	\$9,160,320.00	\$2,290,080.00		Ceiling	Obligated	Revised load lists	\$400,000.00	\$200,000.00				<p>\$ 2,772,101.00</p>
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
	<p>The NTE proposal for Fiscal Year 2001 is listed below</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">Ceiling</td> <td style="text-align: center;">Obligated</td> </tr> <tr> <td>Rev ICV load list</td> <td style="text-align: right;">\$96,192.00</td> <td style="text-align: right;">\$48,096.00</td> </tr> <tr> <td>//////////</td> <td style="text-align: center;">//////////</td> <td style="text-align: center;">//////////</td> </tr> </table> <p>CHANGE D                      Not to Exceed (NTE) for the Javelin</p> <p>This NTE is for the hardware and labor costs associated with the moving the two (2) Javelin missiles and two (2) AT4s from the exterior to within the interior of the ICV.</p> <p>The NTE price for Fiscal Year 2001 is listed below:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">Ceiling</td> <td style="text-align: center;">Obligated</td> </tr> <tr> <td>Javelin</td> <td style="text-align: right;">\$199,565.00</td> <td style="text-align: right;">\$99,783.00</td> </tr> <tr> <td>//////////</td> <td style="text-align: center;">//////////</td> <td style="text-align: center;">//////////</td> </tr> </table> <p>CHANGE E                      Not to Exceed (NTE) for ESV through hull connector</p> <p>This NTE is for the hardware and labor costs to add a through hull connector with interior harness to the ESV to facilitate control of the trailer mounted munitions from inside the ESV.</p> <p>The NTE price for Fiscal Year 2001 is listed below:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">Ceiling</td> <td style="text-align: center;">Obligated</td> </tr> <tr> <td>NTE for ESV through hull connector</td> <td style="text-align: right;">\$39,094.00</td> <td style="text-align: right;">\$19,547.00</td> </tr> <tr> <td>//////////</td> <td style="text-align: center;">//////////</td> <td style="text-align: center;">//////////</td> </tr> </table> <p>CHANGE F                      This Not to Exceed (NTE) is for the hardware and labor costs associated with adding a seat (6th seat) for the CV.</p> <p>The NTE price for Fiscal Year 2001 is listed below:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">Ceiling</td> <td style="text-align: center;">Obligated</td> </tr> <tr> <td>Add Seat-CV</td> <td style="text-align: right;">\$229,190.00</td> <td style="text-align: right;">\$114,595.00</td> </tr> <tr> <td>//////////</td> <td style="text-align: center;">//////////</td> <td style="text-align: center;">//////////</td> </tr> </table> <p>CHANGE G                      Downward Adjustment-RV Cupola</p> <p>This is a downward adjustment for the hardware</p>		Ceiling	Obligated	Rev ICV load list	\$96,192.00	\$48,096.00	//////////	//////////	//////////		Ceiling	Obligated	Javelin	\$199,565.00	\$99,783.00	//////////	//////////	//////////		Ceiling	Obligated	NTE for ESV through hull connector	\$39,094.00	\$19,547.00	//////////	//////////	//////////		Ceiling	Obligated	Add Seat-CV	\$229,190.00	\$114,595.00	//////////	//////////	//////////				
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>and labor costs associated with the changes to the sensor suite for the RV, including but not limited to the deletion of the Remote Weapon Station (RWS).</p> <p>//////////            //////////            //////////</p> <p>CHANGE H</p> <p>Downward Adjustment-FSV Cupola</p> <p>Downward Adjustment for the hardware and labor costs associated with the changes in the sensor suite for the FSV, including but not limited to the deletion of the Remote Weapon Station (RWS).</p> <p>//////////            //////////            //////////</p> <p>CHANGE I</p> <p>Downward Adjustment-ESV Mine Detection Equipment</p> <p>Downward Adjustment for the deletion of the mine detection equipment for the ESV.</p> <p>//////////            //////////            //////////</p> <p>(End of narrative F001)</p>				

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
9001AA	X11GX196X1 31107180008	AA 1 1GXP01	0.00 \$	2,772,101.00 \$	2,772,101.00
			NET CHANGE \$	2,772,101.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113	W56HZV	\$ 2,772,101.00
			NET CHANGE \$	2,772,101.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 693,376,617.00	\$ 2,772,101.00	\$ 696,148,718.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-D-M051/0002 <b>MOD/AMD</b> 16	<b>Page</b> 8 <b>of</b> 10
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**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-1 CHANGED 52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the individual obligated amounts provided in paragraph 2 of the Section A narrative of this delivery order.

(b) The maximum amount for which the Government shall be liable if this delivery order is terminated is limited to the individual obligated amounts provided in paragraph 2 of Section A narrative of this delivery order. The total Limitation of Government Liability is \$2,772,101.00 dollars.

(End of clause)

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

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED 252.217-7027 CONTRACT DEFINITIZATION OCT/1998

(a) A firm-fixed-price is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a qualifying proposal and cost or pricing data supporting its proposal.

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

Target Date for Definitization:	30 Sep 2002
Submission of Proposal:	15 Aug 2002
Beginning of Negotiations:	30 Aug 2002
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	15 Aug 2002

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed-price in no event to exceed \$10,124,361.00

[End of Clause]

I-2 CHANGED 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION APR/1984

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing progress payments to subcontractors under fixed-price subcontracts; provided, that the Government's payment to the Contractor shall not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the

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

Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every two weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term costs includes--

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(i) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(ii) Direct labor;

(iii) Direct travel;

(iv) Other direct in-house costs; and

(v) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(e) Small business concerns. A small business concern may receive more frequent payments than every two weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though it has not yet paid for such items or services.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

(End of clause)