

ORDER FOR SUPPLIES OR SERVICES

1. Contract/Purch Order/Agreement No. DAAE07-00-D-M051	2. Delivery Order/Call No. 0010	3. Date Of Order/Call (YYYYMMDD) 	4. Requisition/Purch Request No. SEE SCHEDULE	5. Priority DOA4
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6. Issued By TACOM SFAE-GCS-W-BCTP MARY WEST (586)753-2084 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WESTM@TACOM.ARMY.MIL	Code W56HZV	7. Administered By (If other than 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000	Code S2305A	8. Delivery FOB <input type="checkbox"/> Destination <input checked="" type="checkbox"/> Other
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9. Contractor Name and Address GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.	Code 1NLE2	Facility 	10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE	11. X If Business Is <input type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
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14. Ship To SEE SCHEDULE	Code 	15. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/NEW DOMINION DIVISION P.O. BOX 182041 COLUMBUS, OH 43218-2041	Code SC1018	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2
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16. Type of Order	Delivery/Call <input checked="" type="checkbox"/>	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	Purchase	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated _____, furnish the following on terms specified herein.
Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.		

Name Of Contractor	Signature	Typed Name And Title	Date Signed (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE					
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price	20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount
	Cost-Plus-Award-Fee KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. United States Of America By: SUSAN BUDRYS BUDRYSS@TACOM.ARMY.MIL (586)753-2054	25. Total \$381,246,156.00	29. Differences
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26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date _____ Signature Of Authorized Govt Representative _____	27. Ship. No. <input type="checkbox"/> Partial <input type="checkbox"/> Final	28. D.O. Voucher No.	30. Initials	33. Amount Verified Correct For
36. I certify this account is correct and proper for payment Date _____ Signature And Title Of Certifying Officer _____	31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	34. Check Number	35. Bill Of Lading No.

37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account Number	42. S/R Voucher No.
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CONTINUATION SHEET**Reference No. of Document Being Continued**

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PIIN/SIIN DAAE07-00-D-M051/0010

MOD/AMD

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

SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES

1. Delivery Order 0010 is a bilateral delivery order to Requirements Contract DAAE07-00-D-M051.
2. The purpose of this delivery order is to purchase 242 Interim Armored Vehicles for the Fiscal Year 2002 Ordering Period.
3. Section B of this delivery order reflects:
 - a. The applicable CLINS with vehicle quantities and the required delivery dates.
 - b. ELIN 5000 which specified the data items required to be delivered.
 - c. CLIN 9001AA which includes the undefinitized configuration changes.
4. The vehicles are priced in accordance with Section H.3.4, Table 2, of the Fiscal Year 2002 Ordering Period of the requirements contract.
5. The following changes are included at Not to Exceed (NTE) prices, because the configuration changes applicable to the Fiscal Year 2002 vehicles are not yet definitized.

a. Command, Control, Communication Surveillance, and Reconnaissance(C4ISR)	NTE: \$1,411,788.00
	Obligated: \$ 352,947.00

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: 13 MEV, 34 MC and 51 RV.

b. Revised Load Lists for the RV, ATGM and ESV	NTE: \$ 225,500.00
	Obligated: \$ 56,375.00

Load list changes for the RV,ATGM, ESV, MEV, MC and FSV incorporated by Modifications 08, 12 and 13 to Delivery Order 0001 are hereby incorporated into this delivery order. This NTE is for the hardware and labor costs associated with changes to the RV, ATGM, and ESV Load Lists. The MEV, MC and FSV revisions are incorporated at no additional cost . This NTE applies to the following vehicles: 51 RV, 36 ATGM, and 10 ESV.

c. Revised Load List for the ICV	NTE: \$ 76,540.00
	Obligated: \$ 19,135.00

This NTE is for the hardware and labor costs associated with changes to the ICV Load List incorporated into Delivery Order 0001 by Modification 08. This NTE applies to the following vehicles: 86 ICV.

d. Litter Lift for the MEV	NTE: \$ 994,500.00
	Obligated: \$ 248,625.00

This NTE is for the hardware and labor costs associated with equitable adjustment for the difference between a fully compliant design (as a baseline for calculating any delta) and the mechanized litter lift system with performance enhancements above the contractual baseline. This NTE applies to the following vehicles: 13 MEV.

e. Javelin	NTE: \$ 170,710.00
	Obligated: \$ 42,678.00

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: 86 ICV.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 22**

PIIN/SIIN DAAE07-00-D-M051/0010

MOD/AMD

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

f. M88 Chemical Detector NTE: \$ 4,380,200.00
Obligated: \$ 1,095,050.00

This NTE is for the hardware and labor costs associated with the integration of the M88 Chemical Detector into the IAV, provide mounting, vehicle power, FBCB2 integration, vehicle power remote alarm and a vapor transfer system. This NTE applies to the following vehicles: 86 ICV, 34 MC, 36 ATGM, 51 RV, 12 FSV, 10 ESV and 13 MEV.

g. Attendant Seat for the MEV NTE: \$ 29,900.00
Obligated: \$ 7,475.00

This NTE is for the hardware and labor costs associated with the integration of the Attendant Seat. This NTE applies to the following vehicles: 13 MEV.

h. ESV Through Connector NTE: \$ 18,510.00
Obligated: \$ 9,255.00

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 NTE applies to following vehicles: 10 ESV.

6. The following four (4) actions include downward adjustments applicable to the Fiscal Year 2002 vehicles whose prices are not yet finalized.

a. Downward Adjustment-Cuppola for the RV

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-Cuppola 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.

d. Downward Adjustment-GFE

The changes to the GFM/E List included in Modification P00014 to the requirements contract are incorporated into this delivery order and will be definitized as a net downward adjustment under a future modification to this delivery order. In the event that the Government orders more than 303 vehicles under this delivery order the contractor may be entitled to an equitable adjustment.

7. Attachment 1 to this Delivery Order 10 is the consolidated delivery schedule for the Fiscal Year 2002 deliveries as of 28 Feb 2002.

8. The following clauses apply to the undefinitized changes provided in paragraphs 5 and 6 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

9. The Limitation of Government Liability clause listed in paragraph 8. is currently 25% of the estimated ceiling price applicable to the undefinitized actions listed in paragraphs 5.a. through 5.g. Upon receipt of qualifying proposals for these undefinitized actions, this amount will be increased to 50%. The contractor is authorized to provide individual proposals for each of the changes in paragraphs 5.a. through 5.g. As proposals are received for the individual changes, the Limitation of Government Liability and the obligated amount will be increased to 50% of the individual ceiling price (NTE) provided in paragraphs 5.a. through 5.g. above. The contractor has submitted a qualifying proposal for paragraph 5.h. Therefore, the Limitation of Government Liability for 5.h. is 50% of the NTE.

11. The total amount obligated as a result of this action is as follows:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD	Page 4 of 22
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

Adjusted Vehicle Prices	\$379,414,616
Undefinitized Changes	\$ 1,831,540
Total Amount Obligated	\$381,246,156

12. In the event that the Interim Contractor Logistics Support (ICLS) contract is awarded, the Warranty and associated contract provisions shall be revised and the vehicle prices will be adjusted downward by mutual agreement of the parties.

13. 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 002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	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. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0010 Fiscal Year 2002 (End of narrative A001)				
0100	<u>Supplies or Services and Prices/Costs</u>				
0100AA	<u>PRODUCTION QUANTITY</u> NSN: 2320-01-481-8578 NOUN: MORTAR CARRIER FSCM: 19207 PART NR: 12479554 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX041X1 PRON AMD: 03 ACRN: AA AMS CD: 31107180008 <u>Packaging and Marking</u> SEE SECTION D (End of narrative D001)	34	EA	\$ 1,648,068.000	\$ 56,034,312.00
	INSPECTION: Origin ACCEPTANCE: Origin <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W909530031L003 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> 005 <u>DEL REL CD QUANTITY DEL DATE</u> 001 8 31-MAR-2003 002 8 28-FEB-2003 003 6 30-SEP-2003 004 4 31-OCT-2003 005 8 30-NOV-2003				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	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. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0010 Fiscal Year 2002 (End of narrative A001)				
0200	<u>Supplies or Services and Prices/Costs</u>				
0200AA	<u>PRODUCTION QUANTITY</u> NSN: 2320-01-481-8576 NOUN: ANTI-TANK GUIDED MISSILE VEH FSCM: 19207 PART NR: 12479559 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX045X1 PRON AMD: 03 ACRN: AB AMS CD: 31107180008 <u>Packaging and Marking</u> SEE SECTION D (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W909530031L007 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> 002 <u>DEL REL CD QUANTITY DEL DATE</u> 003 9 31-DEC-2003 004 10 31-JAN-2004 005 8 30-JUN-2003 006 9 31-JUL-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE	36	EA	\$ 2,273,644.000	\$ 81,851,184.00

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

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0300	<p><u>Supplies or Services and Prices/Costs</u></p>																																																	
0300AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2320-01-481-8572 NOUN: RECONNAISSANCE VEHICLE FSCM: 19207 PART NR: 12479552 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX040X1 PRON AMD: 03 ACRN: AA AMS CD: 31107180008</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W909530031L002</td> <td>Y00000</td> <td>M</td> <td></td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>008</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>4</td> <td>28-FEB-2003</td> </tr> <tr> <td>002</td> <td>10</td> <td>30-APR-2003</td> </tr> <tr> <td>003</td> <td>11</td> <td>31-MAY-2003</td> </tr> <tr> <td>004</td> <td>14</td> <td>31-AUG-2003</td> </tr> <tr> <td>005</td> <td>9</td> <td>30-SEP-2003</td> </tr> <tr> <td>006</td> <td>3</td> <td>31-JAN-2004</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909530031L002	Y00000	M		2		<u>PROJ CD</u>	<u>BRK BLK PT</u>					008					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	4	28-FEB-2003	002	10	30-APR-2003	003	11	31-MAY-2003	004	14	31-AUG-2003	005	9	30-SEP-2003	006	3	31-JAN-2004	51	EA	\$ 1,250,030.000	\$ 63,751,530.00
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0400	<p><u>Supplies or Services and Prices/Costs</u></p>																																								
0400AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2320-01-481-8574 NOUN: FIRE SUPPORT VEHICLE FSCM: 19207 PART NR: 12479556 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX046X1 PRON AMD: 03 ACRN: AA AMS CD: 31107180008</p> <p><u>Packaging and Marking</u></p> <p>SEE SECTION D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W909530031L008</td> <td>Y00000</td> <td>M</td> <td></td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>004</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>4</td> <td>30-APR-2003</td> </tr> <tr> <td>002</td> <td>3</td> <td>31-JUL-2003</td> </tr> <tr> <td>003</td> <td>5</td> <td>31-DEC-2003</td> </tr> </table> <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> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u></p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909530031L008	Y00000	M		2		<u>PROJ CD</u>	<u>BRK BLK PT</u>					004					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	4	30-APR-2003	002	3	31-JUL-2003	003	5	31-DEC-2003	12	EA	\$ 1,546,274.000	\$ 18,555,288.00
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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
	CDRL A001 Contract Work Breakdown Structure (WBS)				
	CDRL A004.0 Contract Data Summary Report (CCDR)				
	CDRL A004.1 Functional Cost-Hour Report DD-1921-1				
	CDRL A004.2 Progress Curve Report DD-1921-2				
	CDRL A005 Contract Funds Status Report (CFSR)-Applicable to CLIN 9001AA only				
	CDRL A006 Final Inspection Records (FIRs)				
	CDRL A007 Configuration Management Report				
	CDRL A008 Engineering Change Proposal				
	CDRL A009 Engineering Release Record (ERR)				
	CDRL A010 Transportability Report				
	CDRL A011 TIR/FACAR				
	CDRL A017 Radioactive Materials				
	CDRL A018 Hazardous Materials Management Report				
	CDRL A019 Log Mgt Info (LMI)				
	CDRL A020 IETM				
	CDRL A021 Training Materials				
	CDRL A027 FSR Deployment Data				
	CDRL A028 Multiple Quantity Packaging Candidate List				
	CDRL A029 Shakedown Test Plan				
	CDRL A030 System Support Package List				
	CDRL A031 Product Quality Deficiency Reports				
	CDRL A032 Modeling & Simulation Data Requirements				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
9001	<u>Supplies or Services and Prices/Costs</u>				
9001AA	<u>SERVICES LINE ITEM</u>				\$ 1,831,540.00
	NOUN: UNDEFINITIZED VEHICLE CHANGES SECURITY CLASS: Unclassified PRON: X12GX054X1 PRON AMD: 02 ACRN: AB AMS CD: 31107180008				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Revised load lists	Ceiling \$225,500	Obligated		\$56,375.00
	////////////////////	//////////	//////////		
	(End of narrative F002)				
	CHANGE C Not to Exceed (NTE) for revised load list for the ICV. This NTE is for the hardware and labor costs associated with the revised ICV load list for the JV proposal received 11 Feb 2002. The NTE proposal for Fiscal Year 2002 is listed below:				
	Revised ICV load list	Ceiling \$76,540	Obligated		\$19,135.00
	////////////////////	//////////	//////////		
	(End of narrative F003)				
	CHANGE D Not to Exceed (NTE) for Litter Lift for the MEV. This NTE is for the hardware and labor costs associated with an equitable adjustment for the difference between a fully compliant design (as a baseline for calculating any delta) and the mechanized litter lift system with performance enhancements above the contractual baseline. The NTE proposal for Fiscal Year 2002 is listed below:				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: right;">Ceiling</p> <p>NTE for Litter Lift for the MEV \$994,500.00</p> <p>////////////////////////////////////</p> <p style="text-align: center;">(End of narrative F004)</p>	<p>Obligated</p> <p>\$248,625.00</p> <p>//////////</p>			
	<p>CHANGE E</p> <p>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 2002 is listed below:</p> <p style="text-align: right;">Ceiling</p> <p>Javelin \$170,710.00</p> <p>////////////////////////////////////</p> <p style="text-align: center;">(End of narrative F005)</p>	<p>Obligated</p> <p>\$42,678.00</p> <p>//////////</p>			
	<p>CHANGE F</p> <p>Not to Exceed (NTE) for the M88 Chemical Detector</p> <p>This is a NTE for the hardware and labor costs associated with the integration of the M88 Chemical Detector into the IAV, provide mounting, vehicle power, FBCE2 integration, vehicle power remote alarm and a vapor transfer system.</p> <p>The NTE price for Fiscal Year 2002 is listed below:</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	M88 Chemical Detector	Ceiling \$4,380,200.00	Obligated		\$1,095,050.00
	////////////////////////////////////	//////////	//////////		
	(End of narrative F006)				
	CHANGE G Not to Exceed (NTE) for Attendant Seat for the MEV. This NTE is for the hardware and labor costs associated with the integration of the Attendant Seat for the MEV. The NTE proposal for Fiscal Year 2002 is listed below:				
	NTE for Attendant Seat	Ceiling \$29,900.00	Obligated		\$7,475.00
	////////////////////////////////////	////////////////////////////////////	//////////		
	(End of narrative F007)				
	CHANGE H Not to Exceed (NTE) for ESV through connector 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. The NTE proposal for Fiscal Year 2002 is listed below:				
	NTE for ESV through connector	Ceiling \$18,510.00	Obligated		\$9,255.00

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>////////////////////////////////////</p> <p>(End of narrative F008)</p> <p>CHANGE I</p> <p>Downward Adjustment-RV Cuppola</p> <p>This is a downward adjustment for the hardware 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>(End of narrative F010)</p> <p>CHANGE J</p> <p>Downward Adjustment-FSV Cuppola</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>(End of narrative F011)</p>				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CHANGE K</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 F012)</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0010

MOD/AMD

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

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS_CD	OBLG		ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT	
		ACRN	STAT					
0001AA 31107180008	X12GX039X1	AA	1	21 22033000025R5R07P31107131E9 S20113	2GXP01	W56HZV \$	117,131,312.00	
0100AA 31107180008	X12GX041X1	AA	1	21 22033000025R5R07P31107131E9 S20113	2GXP01	W56HZV \$	56,034,312.00	
0200AA 31107180008	X12GX045X1	AB	1	21 22033000025R5R07P31107131E9 S20113	2GXP01	W56HZV \$	81,851,184.00	
0300AA 31107180008	X12GX040X1	AA	1	21 22033000025R5R07P31107131E9 S20113	2GXP01	W56HZV \$	63,751,530.00	
0400AA 31107180008	X12GX046X1	AA	1	21 22033000025R5R07P31107131E9 S20113	2GXP01	W56HZV \$	18,555,288.00	
0500AA 31107180008	X12GX043X1	AA	1	21 22033000025R5R07P31107131E9 S20113	2GXP01	W56HZV \$	24,434,390.00	
0700AA 31107180008	X12GX044X1	AA	1	21 22033000025R5R07P31107131E9 S20113	2GXP01	W56HZV \$	17,656,600.00	
9001AA 31107180008	X12GX054X1	AB	1	21 22033000025R5R07P31107131E9 S20113	2GXP01	W56HZV \$	1,831,540.00	
TOTAL							\$	381,246,156.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 22033000025R5R07P31107131E9 S20113	W56HZV	\$ 297,563,432.00
Army	AB	21 22033000025R5R07P31107131E9 S20113	W56HZV	\$ 83,682,724.00
TOTAL				\$ 381,246,156.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD	Page 20 of 22
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	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 5. 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 5. of the Section A narrative of this delivery order. The total Limitation of Government Liability is \$1,831,540.00 dollars.

(End of clause)

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

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MOD/AMD

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

CONTRACT CLAUSES

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

(a) A firm-fixed-price adjustment 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:	04 SEP 2002
Submission of Proposal:	12 Apr 2002
Beginning of Negotiations:	17 Jun 2002
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	12 Apr 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 price in no event to exceed \$7,307,648.00.

[End of Clause]

2	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	APR/1984
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(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 Government's liability, as stated in this contract.

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

(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)

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MOD/AMD

SECTION H - SPECIAL CONTRACT REQUIREMENTS

CHANGED HF6502 52.216-24 01-APR-1984 LIMITATION OF GOVERNMENT LIABILITY

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the individual obligated amounts provided in paragraph 5. 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 5. of the Section A narrative of this delivery order. The total Limitation of Government Liability is \$1,831,540.00 dollars.

(End of clause)

SECTION I - CONTRACT CLAUSES

CHANGED IA6503 252.217-7027 01-OCT-1998 CONTRACT DEFINITIZATION

(a) A firm-fixed-price adjustment 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:	04 SEP 2002
Submission of Proposal:	12 Apr 2002
Beginning of Negotiations:	17 Jun 2002
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	12 Apr 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 price in no event to exceed \$7,307,648.00.

[End of Clause]

CHANGED IF7057 52.216-26 01-APR-1984 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government shall

PIIN/SIIN DAAE07-00-D-M051/0010

MOD/AMD

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 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)

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- C10 Subject to Labor Standards Statutes a (A) Walsh-Healey Act; (C) Service Contract Act; (D) Davis-Bacon Act; or (Z) Not Applicable
- C11 Cost or Pricing Data n (Y) Yes – Obtained; (N) No – Not Obtained; or (W) Not Obtained - Waived
- C12 Contract Financing a (A) FAR 52.232-16; (C) Percentage of Completion Progress Payments; (D) Unusual Progress Payments or Advance Payments; (E) Commercial Financing; (F) Performance-Based Financing; or (Z) Not Applicable
- C13 Foreign Trade Data
- C13A Place of Manufacture (A) U.S.; or (B) Foreign
- C13B Country of Origin Code
- C14 Commercial Item n (Y) Yes – FAR 52.212-4 Included; or (N) No – FAR 52.212-4 Not Included

Do not complete Part D if Line B5B is coded Y or if Line B13A is coded 6.

- D1 Type of Contractor
- D1A Type of Entity c (A) Small Disadvantaged Business (SDB) Performing in U.S.; (B) Other Small Business (SB) Performing in U.S.; (C) Large Business Performing in U.S.; (D) JWOD Participating Nonprofit Agency; (F) Hospital; (L) Foreign Concern or Entity; (M) Domestic Firm Performing Outside U.S.; (T) Historically Black College or University (HBCU); (U) Minority Institution (MI); (V) Other Educational or (Z) Other Nonprofit
- D1B Women-Owned Business n (Y) Yes; (N) No; or (U) Uncertified
- D1C HUBZone Representation (Y) Yes; or (N) No
- D1D Ethnic Group (A) Asian-Indian American; (B) Asian-Pacific American; (C) Black American; (D) Hispanic American; (E) Native American; (F) Other SDB Certified or Determined by SBA; or (Z) No Representation
- D1E Veteran-Owned Small Business (A) Service-Disabled Veteran; or (B) Other Veteran
- D2 Reason Not Awarded to SDB a (A) No Known SDB Source; (B) SDB Not Solicited; (C) SDB Solicited and No Offer Received; (D) SDB Solicited and Offer Was Not Low; or (Z) Other Reason
- D3 Reason Not Awarded to SB a (A) No Known SB Source; (B) SB Not Solicited; (C) SB Solicited and No Offer Received; (D) SB Solicited and Offer Was Not Low; or (Z) Other Reason
- D4 Set-Aside or Preference Program
- D4A Type of Set-Aside a (A) None; (B) Total SB Set-Aside; (C) Partial SB Set-Aside; (D) Section 8(a) Set-Aside or Sole Source; (E) Total SDB Set-Aside; (F) HBCU or MI – Total Set-Aside; (G) HBCU or MI – Partial Set-Aside; (H) Very Small Business Set-Aside; (J) Emerging Small Business Set-Aside; (K) HUBZone Set-Aside or Sole Source; (L) Combination HUBZone and 8(a)
- D4B Type of Preference a (A) None; (B) SDB Price Evaluation Adjustment – Unrestricted; (C) SDB Preferential Consideration - Partial SB Set-Aside; (D) HUBZone Price Evaluation Preference; or (E) Combination HUBZone Price Evaluation Preference and SDB Price Evaluation Adjustment
- D4C Premium Percent
- D5-D6 Reserved
- D7 Small Business Innovation Research (SBIR) Program a (A) Not a SBIR Program Phase I, II, or III; (B) SBIR Program Phase I Action; (C) SBIR Program Phase II Action; or (D) SBIR Program Phase III Action
- D8 Subcontracting Plan - SB, SDB, HBCU, or MI c (A) Plan Not Included – No Subcontracting Possibilities; (B) Plan Not Required; (C) Plan Required – Incentive Not Included; or (D) Plan Required – Incentive Included
- D9 Small Business Competitiveness Demonstration Program n (Y) Yes; or (N) No

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- D10 Size of Small Business _____
- | | | | |
|-----------|-----------------|-----------------------|--------------------------------------|
| Employees | (A) 50 or fewer | Annual Gross Revenues | (M) \$1 million or less |
| | (B) 51 - 100 | | (N) Over \$1 million - \$2 million |
| | (C) 101 - 250 | | (P) Over \$2 million - \$3.5 million |
| | (D) 251 - 500 | | (R) Over \$3.5 million - \$5 million |
| | (E) 501 - 750 | | (S) Over \$5 million - \$10 million |
| | (F) 751 - 1000 | | (T) Over \$10 million - \$17 million |
| | (G) Over 1000 | | (U) Over \$17 million. |
- D11 Emerging Small Business _____ (Y) Yes; or (N) No
- E1 Contingency, Humanitarian, or Peacekeeping Operation _____ (Y) Yes; or Leave Blank
- E2 Cost Accounting Standards Clause _____ (Y) Yes; or Leave Blank
- E3 Non-DoD Requesting Agency Code (FIPS 95) _____
- E4 Requesting Activity Code _____
- E5 Number of Actions 1
- F1 Name of Contracting Officer or Representative SUSAN BUDRYS
- F2 Signature _____
- F3 Telephone Number (586) 753-2054
- F4 Date (yyyymmdd) _____