

ORDER FOR SUPPLIES OR SERVICES

| | | | | |
|--|---|--|---|--------------------------------|
| 1. Contract/Purch Order/Agreement No. DAAE07-00-D-M051 | 2. Delivery Order/Call No. 0018 | 3. Date Of Order/Call (YYYYMMDD) 2002SEP19 | 4. Requisition/Purch Request No. SEE SCHEDULE | 5. Priority DOA4 |
|--|---|--|---|--------------------------------|

| | | | | | | |
|--|-------------|--------|--|-------------|--------|--|
| 6. Issued By TACOM SFAE-GCS-W-BCTP YVETTE THOMPSON (586)753-2088 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: THOMPSON@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 (See Schedule if other) |
|--|-------------|--------|--|-------------|--------|--|

| | | | | | | |
|---|-------------|-------|-----------------|--|--|---|
| 9. Contractor 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 |
|---|-------------|-------|-----------------|--|--|---|

| | | | | | | |
|------------------------------------|-------------|--|---|-------------|--------|---|
| 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 |
|------------------------------------|-------------|--|---|-------------|--------|---|

| | | | |
|---|----------------------|-------------------------------------|---|
| 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) |
|--------------------|-----------|----------------------|------------------------|

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-Fixed-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: MAJ WOLF PETERMANN /SIGNED/ PETERMAW@TACOM.ARMY.MIL (586)753-2074 | 25. Total | \$34,800,000.00 |
| | | 29. Differences | |

| | | | | | |
|---|---|----------------------|---------------------------------|--|--|
| 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. | 28. D.O. Voucher No. | 30. Initials | | |
| 36. I certify this account is correct and proper for payment Date _____ Signature And Title Of Certifying Officer _____ | <input type="checkbox"/> Partial <input type="checkbox"/> Final | 32. Paid By | 33. Amount Verified Correct For | | |
| | <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | | 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. |
|-----------------|-----------------|-------------------|----------------------|------------------------|---------------------|

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

Page 2 of 20

PIIN/SIIN DAAE07-00-D-M051/0018

MOD/AMD

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

SUPPLEMENTAL INFORMATION

Contract: DAAE07-00-D-M051
Delivery Order (D.O.): D.O. 0018
For: Contractor Support of Government Test
Not To Exceed (NTE): \$130,863,515.00
Total Obligated Amount: \$34,800,000.00

1. The purpose of this D.O. 0018 is to execute a Ceiling Priced Delivery Order for Contractor Support to Government Test, Pursuant to Paragraph C.10 "Contractor Support of Government Test" established under Change Order Modification P00024 of Basic Contract DAAE07-00-D-M051. Also this Ceiling Priced Delivery Order consolidates the basic contract requirements for Contractor Support of Government Test that was executed in D.O. 0002, 0003, 0005, and 0010. The contract requirement for Contractor Support of Government Test will be managed under D.O. 0018 in accordance with C.1.6.
2. The Government acknowledge that the Contractor's proposal dated 28 May 02 is based on the draft Test and Evaluation Master Plan (TEMP) dated 4 Feb 02.
3. The parties agree that the settlement/resolution of Change Order Modification P00024 will be to establish one cost reimbursement CLIN under D.O. 0018. The parties also agree that four additional fiscal years of Contractor support may be called up as options under D.O. 0018. The parties agree that the ceiling price/NTE of \$130,863,515.00 may be adjusted (downward) as a result of contract definitization. Lastly, the parties agree to definitize this action as a Cost-Plus-Fixed-Fee contract.
4. The parties mutually agree that vehicle units prices under D.O 0002, 0003, 0005, and 0010 will be adjusted downward to exclude the firm-fixed-priced amounts for Contractor Test Support that was established in the basic contract. Also, the parties mutually agree that there will be a downward adjustment to D.O. 0001.
5. Pursuant to paragraph C.10.12 the Contractor is required to develop a "Performance Measurement Baseline" and submit a monthly "Estimat-at-Completion" (EAC), in accordance with Contract Data Requirements List (CDRL).
6. A detailed schedule of Test including Dates and Locations can be found at the APG VISION Web Site - <http://vision.atc.army.mil>. The Contractor shall use this website to obtain pertinent information regarding the Government test activities. The Contractor shall use this website to plan to support Government testing.
7. The following clauses apply to this D.O.:
 - a. FAR 52.216-24 Limitation of Government Liability
 - b. FAR 52.216-26 Payment of Allowable Costs Before Definitization
 - c. FAR 52.232-20 Limitation of Cost
 - e. DFAR 52.217-7027 Contract Definitization
8. The contractor agrees to accomplish the Contract Support to Government Test associated with this change at a NTE CEILING PRICE of \$130,863,515.00, inclusive of fixed-fee.
9. The definitized schedule is as follows:

| | |
|--|-----------|
| a. Projected Award Date of Contract Test Support/NTE Undefined D.O. 0018 | 30 Sep 02 |
| b. Projected Date to Begin Alpha Negotiation | 02 Dec 02 |
| c. Projected Completion Date of Alpha Negotiations | 03 Mar 03 |
| d. Projected Data Contract Definitization | 29 Mar 03 |
10. The Limitation of Government Liability amount is \$34,800,000.00.
11. Total dollars funded for this action is \$34,800,000.00
12. Except as specifically stated above, all other terms and conditions remain unchanged and are in full force and effect.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0018 MOD/AMD

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| 0002 | <u>Supplies or Services and Prices/Costs</u> | | | | |
| | DATA ITEMS | | | | |
| | SECURITY CLASS: Unclassified | | | | |
| A001 | <u>SYSTEM SUPPORT PACKAGE (SSP) DATABASE</u> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |
| | NOUN: DATA ITEM FOR CDRL A001 | | | | |
| | SECURITY CLASS: Unclassified | | | | |
| | <u>Packaging and Marking</u> | | | | |
| | <u>Inspection and Acceptance</u> | | | | |
| | INSPECTION: Destination ACCEPTANCE: Destination | | | | |
| | <u>Deliveries or Performance</u> | | | | |
| | DOC SUPPL | | | | |
| | REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD | | | | |
| | 001 3 | | | | |
| | DEL REL CD QUANTITY DEL DATE | | | | |
| | 001 1 SEE DD FORM 1423 | | | | |
| | FOB POINT: Destination | | | | |
| | SHIP TO: | | | | |
| | (000000) SEE DD 1423 FOR DISTRIBUTION OF THIS ITEM | | | | |
| | <u>CONTRACT/DELIVERY ORDER NUMBER</u> | | | | |
| | DAAE07-00-D-M051/0018 | | | | |

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

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.10 CONTRACTOR SUPPORT TO GOVERNMENT TESTING

C.10.1.1 The contractor shall support Government testing. The contractor shall document and provide test support packages that include training for operator/crew and maintenance personnel, technical manuals, common and unique spare and repair parts, special tools and test equipment, field service representatives to support all testing of vehicles, and test sites. The Contractor shall resolve all GFE integration and vehicle performance issues that result from Government Testing.

C.10.1.2 For all tests, the contractor shall provide all support identified herein for the vehicles excluding any support related to GFM/ASIOE as identified in Attachment 5 of Modification P00014 of the Basic Requirements Contract.

C.10.1.3 For all tests, unless otherwise specified, Contractor shall provide continuous, sustained support for all test requirements using two (2) shifts, ten (10) hours a day, six (6) days a week.

C.10.1.4 The Contractor shall provide the initial vehicle deprocessing at the test site.

C.10.1.5 The Contractor shall be responsible for furnishing repair parts and technical support for the vehicles at all the Government test sites identified in Section C.10 of this contract during test. Contractor technical support shall include technical representation at the Government test site throughout the test period. The Government will provide storage facilities for Contractor furnished repair parts at the test site. The Contractor shall provide Field Service Representatives (FSRs) at all Government test sites specified in this contract that shall advise and make recommendations to orient and instruct Government personnel with respect to operations, maintenance, repair and parts supply for the equipment furnished under this contract. The Contractor shall provide the Government data collector any errors/inconsistencies discovered in technical manuals or publications during this maintenance.

C.10.2 Government Test

C.10.2.1 The Contractor shall support Government Production Verification Testing. The Contractor shall provide materiel to support PVT, which is built to a production configuration using normal manufacturing methods and tooling.

C.10.2.2 The contractor shall support PVT at the sites listed below:

- a. Aberdeen Test Center (AT)
- b. Cold Regions Test Center (CRTC)
- c. Dugway Proving Ground (DPG)
- d. Electronic Proving Ground (EPG)
- e. Redstone Technical Test Center (RTTC)
- f. Waterways Experiment Station (WES)
- g. Yuma Proving Ground (YPG)
- h. White Sands Missile Range (WSMR)

C.10.2.3. The Contractor shall support PVT Sub-Tests. The main PVT sub-tests include, but are not limited to the following:

- a. Automotive Performance
- b. Electromagnetic Environmental Effects (E3) and Nuclear Weapons Effects (NEW)
- c. Environmental Extremes
- d. Fire Control and Weapons Performance
- e. Human Factors Engineering (HFE)
- f. Interoperability and Mission Equipment Package (MEP) Integration
- g. Manpower and Personnel Integration (MANPRINT)
- h. Noise Levels
- i. Nuclear Biological and Chemical
- j. Physical Characteristics
- k. Reliability
- l. System Safety
- m. Transportability

C.10.2.5 The Contractor shall plan and support vehicle operation covering the following:

- a. RV - Cross Country 60%, Secondary Road 30%, Primary Road 10%
- b. All Others - Cross Country 50%, Secondary Road 30%, Primary Road 20%

C.10.2.6 Vehicles Assets

C.10.2.6.1 The Contractor shall support the following vehicles for the duration of Government PVT testing:

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

- a. Seven (7) ICVs
- b. Five (5) MGSS
- c. Four (4) MCs; One (1) MC-A, and three (3) MC-Bs
- d. Three (3) each of all other ICV configurations

C.10.2.6.2 Vehicles will be tested for an estimated period of nine (9) months.

C.10.3 Production Qualification Testing (PQT)

C.10.3.1 The contractor shall support Government Production Qualification Testing (PQT). The Contractor may provide prototype and/or production materiel.

C.10.3.2 The Contractor shall support PQT at the following sites:

- a. Aberdeen Test Center (ATC)
- b. Dugway Proving Ground (DPG)
- c. Electronic Proving Ground (EPG)
- d. Redstone Technical Test Center (RTTC)
- e. Yuma Proving Ground (YPG)
- f. White Sands Missile Range (WSMR)

C.10.3.3 The contractor shall support PQT Sub-Tests. The main PQT sub-tests include but are not limited to the following:

- a. Automotive Performance
- b. Electromagnetic Environmental Effects (E3) and Nuclear Weapons Effects (NWE)
- c. Environmental Extremes
- d. Fire Control and Weapons Performance
- e. Human Factors Engineering (HFE)
- f. Interoperability and Mission Equipment Package (MEP) Integration
- g. Manpower and Personnel Integration (MANPRINT)
- h. Noise Levels
- i. Nuclear Biological and Chemical
- j. Physical Characteristics
- k. Reliability
- l. System Safety
- m. Transportability

C.10.3.4 The contractor shall plan and support vehicle operation covering the following: Cross Country 50%, Secondary Road 30%, Primary Road 20%.

C.10.3.5 PQT Vehicles Assets

C.10.3.5.1 The contractor shall support the following vehicles and time periods during Government PQT testing:

- a. Three (3) NBCRVs for a period of seven (7) months
- b. Five (5) MGSS for a period of eleven (11) months

C.10.4 Operational Test

C.10.4.1 For Operational testing, the Contractor shall support the vehicles identified herein for the duration of the operational test:

- a. One (1) NBCRV for a period of two (2) months
- b. One (1) MGS for a period of three (3) months

C.10.4.1.2 The MGS operational testing will be conducted at Fort Knox, Ky. The NBCRV operational testing will be conducted at Dugway Proving Ground, Utah.

C.10.5 Initial Operational Test and Evaluation (IOT&E)

C.10.5.1 The contractor shall support Initial Operational Test and Evaluation (IOT&E) on each variant/configuration. For this testing, the Contractor shall provide support as required for IOT&E.

C.10.5.2 The Contractor shall support IOT&E for a period of :

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

Phase One - IOT&E ***

- a. Twenty-four (24) ICVs for a period of four (4) months
- b. Six (6) ATGMs for a period of four (4) months
- c. Six (6) CVs for a period of four (4) months
- d. Three (3) ESVs for a period of four (4) months
- e. Two (2) FSVs for a period of four (4) months
- f. Four (4) MC-A for a period of four (4) months
- g. Two (2) MEVs for a period of four (4) months
- h. Two (2) RVs for a period of four (4) months

Phase Two - IOT&E

- i. Two (2) MC-B for a period of four (4) months
- j. Two (2) NBCRVs for a period of four (4) months
- k. Three (3) MGSSs for a period of four (4) months

C.10.5.3 Test Sites for IOTE. The Contractor shall support IOT&E at the following sites. Test Site Locations:

- a. ICV, ATGM, CV, ESV, FSV, MC-A, MEV, RV at Fort Knox, Ky
- b. NBCRV at Dugway Proving Ground, Utah
- c. MGS, MC-B at a Combat Training/Test Center TBD

C.10.6 Live Fire Test and Evaluation

C.10.6.1 The Contractor shall support Live Fire Test and Evaluation (LFT&E), which will be conducted at Aberdeen Test Center. The contractor shall provide materiel, which is built to a production configuration using normal manufacturing methods and tooling.

C.10.6.2 The Contractor shall support the following vehicles and time periods during Government LFT&E testing:

- a. Three (3) ICV for a period of twelve (12) months
- b. Three (3) MGS for a period of twelve (12) months
- c. One (1) of all Other configurations* for a period of nine (9) months

* RV, MC, CV, FSV, ESV, MEV, ATGM, and NBC

C.10.6.3 The contractor shall provide all required support for the vehicles denoted in C.10.6.2, except MC (A) for the duration of Live Fire Test.

C.10.6.4 Exception to MC (A). The Government will not conduct Live Fire Test on MC (A).

C.10.8 System Support Packages for Government Test

C.10.8.1 Support Package List. The Contractor shall prepare and provide a System Support Package List (IAW the CDRL A030), for each test required, to the Government thirty (30) days prior to delivery of vehicles to Government test sites SSPL (Contractor form is acceptable). The SSPL shall define the required support elements: for example; all spare parts required, technical representatives, parts storage containers or trailers required, technical manuals and other items that are required to successfully complete testing not limited to, the following:

- a. Spare/repair parts utilized during past test. All items required to support the service intervals defined in the technical manuals
- b. Peculiar common/special tools and Test, Measurement, and Diagnostics Equipment (TMDE)
- c. Training and support of test site personnel
- d. Personnel requirements quantity by Military Occupational Specialty
- e. Basis Issue Items
- f. List and quantity of expendable supplies such as Petroleum, Oil and Lubricants

C. 10.8.2 Contractor System Support Package. The Contractor shall assemble, furnish and ship (to include packing, packaging, and transportation) the SSP to each designated test site prior to the start of test. The SSP shall include all required contractor support parts and items. The Contractor system support package does not include GFM related support.

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

C.10.8.3 Tracking and After Action Reports. The Contractor shall maintain a database containing all System Support Package (SSP) parts acquired in support of Government testing. The Contractor shall deliver an electronic file, in Contractor format, of that database as described in CDRL A001, Exhibit A. The contractor shall prepare an After Action Report (AAR), in contractor format, each week noting items provided, maintenance completed, spare parts provided, items still required, serial numbers of major components as described in CDRL A002, Exhibit B.

C.10.9 Test Incident Reports (TIRs)/Failure Analysis & Corrective Action Reports (FACARs). The contractor shall be responsible for accessing the test site computer databases, the Army Test Incident Reporting System (ATIRs), for all TIR data during Government required tests/exercises,. Upon receipt of a TIR, the Contractor shall assess the failure and shall furnish a failure analysis with the proposed corrective action as set forth in this contract provision and in accordance with CDRL A011. Receipt is defined as the day the TIR is posted to the database. FACAR responses shall be provided in Microsoft Word format to the VISION Digital Library. If corrective action is required, Final Close out of the FACAR is a completed COTPI. The redesign activity, if required, will not be charged to the Government Test Support contract (Delivery Order 0018).

C.10.9.1 Costs related to TIRs/FACARs for PQT, LFT&E, EMD PHASE OT, IOT&E, MAV-CE, and EMD LOGDEMO will be charged to D.O. 0018.

C.10.9.2 Costs related to Test Incident Reports (TIRs)/Failure Analysis & Corrective Action Reports (FACARs) for PVT will be charged to D.O. 0018. PVT TIR/FACAR costs will be collected and segregated per the requirements of H. 34 until definitization.

C.10.10 Additional Government Testing

C.10.10.1 The Government reserves the right to conduct additional testing of the Block Improvements identified at C.7 of the Requirements Contract, such as PVT, LFT&E, and OT as applicable to verify full system performance.

C.10.10.2 Parts Priorities

C.10.10.2.1 Allocation of Parts to Correct Vehicle Shortages or Other Corrective Actions

C.10.10.2.1.1 Priorities

Vehicles or Part shortages can occur for a variety of reasons during the course of Government testing to include shortages in production, parts required to implement corrective actions, contractor changes requiring retrofit (COTPIs) or warranty actions. Parts to correct or complete vehicles shall be allocated in accordance with the following priorities, unless otherwise identified by the PCO/ Contracting Office Technical Representative (COTR).

- a. Test Vehicles
- b. Logistic Demo Vehicle(s)
- c. IOTE Vehicles
- d. FLM NET
- e. Other Fielded Vehicles
- f. Logistic or Test Support Packages
- g. DD250 Vehicles Shipped in Place
- h. Production Vehicles Not Yet Presented for Acceptance

C.10.10.2.2 Replacement Items. Replacement items required to continue testing, which are not identified and not furnished with the System Support Package or were not furnished in sufficient quantities, shall be provided by the Contractor within twenty-four (24) hours after notification of the shortage.

C.10.10.2.3 Diversion of Assets in Support of IAV Government Testing

In accordance with paragraph C.10.10.2.2 Replacement Items and upon direction by the Government, the contractor shall divert production assets, both contractor owned and Government owned, to support the tests or system exercises. The contractor shall obtain parts assets for diversion in the following order:

- a. From Contractor parts bins (if CFM); from GFM stores (if GFM)
- b. From the Contractors production line.
- c. From Government owned vehicles not yet shipped

Both Government oral direction for diversion and/or if necessary to pull part assets from Government owned vehicles will be confirmed in writing by the Contracting Officer and will specify the part(s) asset and quantities to be diverted or pulled. The Contracting Officers Technical Representative (COTR), will provide the immediate oral notification to divert or pull part assets. The COTR will be appointed by PCO letter.

C.10.10.2.4 Shipping Address

| | | |
|--|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 13 of 20 |
| | PIIN/SIIN DAAE07-00-D-M051/0018 MOD/AMD | |
| Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C. | | |

The COTR will provide the test site shipping address at the time of direction. The Contractor shall ship the (required) part(s) by air using Fed Ex or other overnight shipping company to the test sites.

C.10.10.2.5 Reimbursement Costs

The Contractor shall charge the test support contract (Delivery Order 0018) for direct labor to pull, pack, and crate, handle, and ship diverted part assets to and from the specified plant. The contractor shall transfer any diverted components to the Delivery Order 0018 and shall reorder/replace production part assets as required. In the event replacement costs differ from the original cost of any diverted part asset, the difference in costs shall be charged to Delivery Order 0018. The cost to repair of test site part assets shall be charged to the Delivery Order 0018. Repaired assets may be returned to stock in the plants for use on new production as required. In the event replacement costs differs from the original cost of any diverted asset, the difference in the costs will be charged to Delivery Order 0018. The Contractor shall not repair items when the repair cost exceeds 100% of the replacement cost. Nothing in this contract requirement increases the estimated costs of Delivery Order 0018.

C.10.10.2.6 Potential Warranty Coverage

If any part(s) asset removed from vehicles in test is later determined to be covered by the warranties included in this contract, the contractor shall credit the Test Support Delivery Order 0018 with any cost to repair or replace (whichever is applicable) the warranted asset.

C.10.10.2.6.1 Pass-Through Warranties

The Contractor shall ensure that all applicable Pass-Through Warranties are provided to the Government.

C.10.10.2.7 Acceptance/Production Work Arounuds

If vehicles are otherwise ready for acceptance and the contractor is missing parts as a result of the requirement to support test, the contractor shall replace the part prior to DD250, if possible. If the missing parts are unavailable at the time of processing, the contractor will utilize other production parts or production aids to process the vehicle(s) through the FIR process. The contractor shall request PCO authority to pull missing parts from previously accepted vehicles. Upon replacement of borrowed assets, the contractor may invoice for the missing parts in accordance with the terms of the applicable conditional acceptance modification.

C.10.11 Cost Type

C.10.11.1 The test effort described in Section C.10 shall be performed on a Cost Plus Fixed Fee basis.

C.10.12 Monthly Performance Report

The Contractor shall develop a Performance Measurement Baseline in accordance with CDRL A003, Exhibit C and submit a monthly an Estimate-at-Completion (EAC) in Contractor format for all work performance to support Government test. The monthly report shall consist of the following:

- a. Comparison of actual cost versus baseline
- b. Narrative of activities supported
- c. Estimate of cost to complete
- d. Comparison of actual time spend supporting test activities to original baseline estimate
- e. Revised support requirement time line

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 14 of 20****PIIN/SIIN** DAAE07-00-D-M051/0018**MOD/AMD****Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.246-5 | INSPECTION OF SERVICES - COST-REIMBURSEMENT | APR/1984 |

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

Page 15 of 20

PIIN/SIIN DAAE07-00-D-M051/0018

MOD/AMD

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

DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|--------------------|-------------|
| 1 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |

F-1 PERIOD OF PERFORMANCE

F-1-1 The length of the basis contract term for the effort described in Section C, shall be 12 months from 8 March 2002 through 7 March 2003. The period of performance may be extended for additional 12 month periods upon exercise of the option under each of the respective SUBCLINs 0001AA, 0001AB, and 0001AC.

F-1-2 The option periods listed under each of the respective SUBCLINs may be exercised by the Government for a follow-on option period term at any time by notification in writing to the Contractor, before the expiration of the basic contract term or option period currently being performed, or such other option exercise period as the parties may mutually agree upon.

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0018 **MOD/AMD**

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

CONTRACT ADMINISTRATION DATA

| LINE | PRON/ ITEM | AMS CD | OBLG ACRN | STAT | ACCOUNTING CLASSIFICATION | JOB ORDER NUMBER | ACCOUNTING STATION | OBLIGATED AMOUNT |
|--------------|---------------------------|--------|--------------|------|---------------------------------------|------------------------|-----------------------|-------------------------|
| 0001AA | X12GX167X1 31107180008 | | AA | 1 | 21 22033000025R5R07P31107131E9 S20113 | 2GXP06 | W56HZV | \$ 15,000,000.00 |
| 0001AB | X12GX142X1 31107180008 | | AA | 1 | 21 22033000025R5R07P31107131E9 S20113 | 2GXP06 | W56HZV | \$ 15,800,000.00 |
| 0001AC | X122C019X1 643653C0300 | | AB | 1 | 21 22040000025R5R07P643653255Y S20113 | 2GXC19 | W56HZV | \$ 4,000,000.00 |
| TOTAL | | | | | | | | \$ 34,800,000.00 |

| SERVICE NAME | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION | ACCOUNTING STATION | OBLIGATED AMOUNT |
|-----------------|---------------|---------------------------------------|-----------------------|-------------------------|
| Army | AA | 21 22033000025R5R07P31107131E9 S20113 | W56HZV | \$ 30,800,000.00 |
| Army | AB | 21 22040000025R5R07P643653255Y S20113 | W56HZV | \$ 4,000,000.00 |
| TOTAL | | | | \$ 34,800,000.00 |

| Regulatory Cite | Title | Date |
|-----------------|--------------------------------------|----------|
| 1 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G.1. The Contractor shall submit vouchers for payment based on the following:

- 1) 72.2% of total work effort against Subclin 0001AB
- 2) 27.8% of total work effort against Subclin 0001AC

*** END OF NARRATIVE G 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 17 of 20

PIIN/SIIN DAAE07-00-D-M051/0018

MOD/AMD

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

SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite _____ Title _____ Date _____

1 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APR/1984

(a) In performing the Contractor Support of Government Test the Contractor is not authorized to make expenditures or incur obligations exceeding \$34,800,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$34,800,000.00 dollars.

(End of clause)

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

Page 18 of 20

PIIN/SIIN DAAE07-00-D-M051/0018

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 | 52.216-8 | FIXED FEE | MAR/1997 |
| 2 | 52.232-20 | LIMITATION OF COST | APR/1984 |
| 3 | 252.217-7027 | CONTRACT DEFINITIZATION | OCT/1998 |

(a) A Cost-Plus-Fixed-Fee contract 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 Cost-Plu-Fixed-Fee proposal and cost or pricing data supporting its proposal.

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

| | |
|--------------------------------------|-----------|
| Target Date for Definitization: | 29 Mar 03 |
| Submission of Proposal: | 01 Nov 02 |
| Beginning of Negotiations: | 02 Dec 02 |
| Submission of Make-or-Buy: | N/A |
| Submission of Subcontracting Plan: | N/A |
| Submission of Cost and Pricing Data: | N/A |

(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 \$130,863,515.00.

[End of Clause]

| | | | |
|---|-----------|---|----------|
| 4 | 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

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

Page 19 of 20

PIIN/SIIN DAAE07-00-D-M051/0018

MOD/AMD

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)

I-5 LIMITATION OF COST

In accordance with FAR 52.232-20, "Limitation of Cost", the Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs the Contractor expects to incur under a specific delivery order, when added to all costs previously incurred, will exceed 75% of the estimated cost specified in the schedule. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified in the Schedule. Neither is the Contractor obligated to continue performance under the specified delivery order (including actions under the Termination clause of this contract) or otherwise incur in excess of the estimated cost specified in the Schedule, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this contract.

*** END OF NARRATIVE I 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 20 of 20****PIIN/SIIN** DAAE07-00-D-M051/0018**MOD/AMD****Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

LIST OF ATTACHMENTS

| <u>List of</u> <u>Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number</u> <u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|---|-------------|----------------------------------|-----------------------|
| Exhibit A | A001 - SYSTEM SUPPORT PACKAGE (SSP) DATABASE | 18-SEP-2002 | 001 | |
| Exhibit B | A002 - AFTER ACTION REPORT (AAR) | 18-SEP-2002 | 001 | |
| Exhibit C | A003 - MONTHLY PERFORMANCE MEASUREMENT REPORT | 18-SEP-2002 | 001 | |