

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE07-00-D-M051				2. DELIVERY ORDER/CALL NO. 0019		3. DATE OF ORDER/CALL (YYYYMMDD) 2003MAR18		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4	
6. ISSUED BY TACOM SFAE-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 EMAIL: NORDAUNV@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV	7. ADMINISTERED BY (if other than 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000 A NONE SC1012				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	12. DISCOUNT TERMS		
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15						
14. SHIP TO SEE SCHEDULE			CODE	15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266				CODE HQ0337	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)		
<input type="checkbox"/> 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				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT			
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price 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 SANDRA E. MCCARROLL /SIGNED/ MCCARROS@TACOM.ARMY.MIL (586) 573-2072 BY: _____ CONTRACTING/ORDERING OFFICER				25. TOTAL	\$156,236,284.00			
							26. DIFFERENCES				
27a. 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											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS				
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
					31. PAYMENT			34. CHECK NUMBER			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			35. BILL OF LADING NO.			
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER										
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.						

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 15**

PIIN/SIIN DAAE07-00-D-M051/0019

MOD/AMD

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

SUPPLEMENTAL INFORMATION

PROGRAM: STRYKER ARMORED VEHICLES

1. This Delivery Order 0019 to Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The purpose of this delivery order is to:
 - a. Acquire 113 Stryker Armored Vehicles in accordance with Special Provision Section H.3.4 Table 3 Fiscal Year 2003 Ordering Period Column J.
 - 1) A quantity of 55 Infantry Carrier Vehicles (ICV).
 - 2) A quantity of 41 Reconnaissance Vehicles (RV).
 - 3) A quantity of 8 Fire Support Vehicles (FSV).
 - 4) A quantity of 9 Medical Evacuation Vehicles (MEV).
 - b. Acquire the vehicle integration of the undefinitized hardware configuration changes specified in Paragraph 4c below.
3. The parties agree to decrease the unit price of each RV and FSV under this Delivery Order 0019. Modification P00010 to Contract DAAE07-00-D-M051, an undefinitized change order, deleted the requirement for a Remote Weapon Station and substituted a Cupola in place of the RWS for the RV and FSV. In a future modification to this Delivery Order 0019, the parties will negotiate an equitable reduction to the vehicle price of the RV and FSV for the hardware and recurring labor costs associated with changes in the sensor suite including, but not limited to, the deletion of the Remote Weapon Station (RWS). Since the definitization settlement for that change order is pending, a minimum price reduction is taken under this Delivery Order as follows:
 - a. A price reduction of \$60,660 for each RV.
 - b. A price reduction of \$59,696 for each FSV.
4. Section B of this delivery order reflects:
 - a. The applicable CLINs with vehicle quantities, vehicle prices and required delivery dates.
 - 1) CLIN 0001AA for a quantity of 55 ICVs.
 - 2) CLIN 0300AA for a quantity of 41 RVs.
 - 3) CLIN 0400AA for a quantity of 8 FSVs.
 - 4) CLIN 0700AA for a quantity of 9 MEVs.
 - b. ELIN 5000 specifies the Contract Data Items required to be submitted under this delivery order.
 - c. CLIN 9001AA specifies the Not-To-Exceed (NTE) prices for the required vehicle configuration changes which are undefinitized at the time of this delivery order award. In the future, the parties will negotiate a definitive price for each of these configuration changes and equitably adjust the vehicle prices under this delivery order. The required configuration changes and the applicable NTEs are as follows:
 - 1) Configuration Change A - FSV C4ISR - Command, Control, Communication Computers, Intelligence, Surveillance, and Reconnaissance(C4ISR). This NTE is for the hardware and recurring labor costs associated with the 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 8 FSVs acquired under this delivery order.

NTE Unit Price: \$888 per vehicle
Obligated at 50% NTE Unit Price = \$444 x 8 FSVs = \$3,552 Obligation

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PIIN/SIIN DAAE07-00-D-M051/0019

MOD/AMD

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

2) Configuration Change B - MEV C4ISR - Command, Control, Communication Computers, Intelligence, Surveillance, and Reconnaissance(C4ISR). This NTE is for the hardware and recurring labor costs associated with the 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 9 MEVs acquired under this delivery order.

NTE Unit Price: \$164 per vehicle

Obligated at 50% NTE Unit Price = \$82 x 9 MEVs = \$738 Obligation

3) Configuration Change C - ICV Vehicle Load List and Javelin. This NTE is for the hardware configuration changes as a result of the revised vehicle Load Lists, Attachment 19, and the re-location of the two (2) Javelin missiles and two (2) AT4s from the exterior to the interior of the ICV. This NTE is applicable to the 55 ICVs acquired under this delivery order.

NTE Unit Price: \$2,369 per vehicle

Obligated at 50% NTE Unit Price \$1,185 x 55 ICVs = \$65,148 Obligation

4) Configuration Change D - RV Vehicle Load List - This NTE is for the hardware configuration changes as a result of the revised vehicle Load Lists, Attachment 19. This NTE is for the hardware and recurring labor costs associated with the revised vehicle Load List. The MEV and FSV hardware changes are incorporated at no additional cost. This NTE is applicable to the 41 RVs acquired under this delivery order.

NTE Unit Price: \$4,138 per vehicle

Obligated at 50% NTE Unit Price = \$2,069 x 41 RVs = \$84,829 Obligation

5) Configuration Change E - MEV Litter Lift. This NTE is for the MEV hardware configuration change on the Litter Lift. The NTE represents the hardware and recurring labor costs associated with the 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 is applicable to the 9 MEVs acquired under this delivery order.

NTE Unit Price: \$56,835 per vehicle

Obligated at 50% NTE Unit Price = \$28,418 x 9 MEVs = \$255,758 Obligation

6) Configuration Change F - MEV Attendant Seat. This NTE is for the hardware and recurring labor costs associated with the integration of the Attendant Seat. This NTE is applicable to the 9 MEVs acquired under this delivery order.

NTE Unit Price: \$4,119 per vehicle

Obligated at 50% NTE Unit Price = \$2,060 x 9 MEVs = \$18,536 Obligation

5. Attachment 1 to this Delivery Order 0019 is the delivery schedule for the Fiscal Year 2003 deliveries.

6. The following clauses apply to the undefinitized changes provided in paragraph 4 of this delivery order:

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

7. As a result of this action the total amount obligated to Delivery Order 0019 is \$156,236,284. 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 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 2320-01-481-8575 FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified																																														
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: INFANTRY CARRIER VEHICLE -BCT PRON: X13GX087X1 PRON AMD: 02 ACRN: AA AMS CD: 31107180008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <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>W909533031H001</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</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>009</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>12</td> <td>28-FEB-2004</td> </tr> <tr> <td>002</td> <td>11</td> <td>31-MAR-2004</td> </tr> <tr> <td>003</td> <td>11</td> <td>30-APR-2004</td> </tr> <tr> <td>004</td> <td>10</td> <td>31-MAY-2004</td> </tr> <tr> <td>005</td> <td>11</td> <td>30-JUN-2004</td> </tr> </table> 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-M051/0019	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909533031H001	Y00000	M		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					009					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	12	28-FEB-2004	002	11	31-MAR-2004	003	11	30-APR-2004	004	10	31-MAY-2004	005	11	30-JUN-2004	55	EA	\$ 1,430,066.000	\$ 78,653,630.00
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0300	NSN: 2320-01-481-8572 FSCM: 19207 PART NR: 12479552 SECURITY CLASS: Unclassified																																														

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 PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0300AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: RECONNAISSANCE VEHICLE - BCT PRON: X13GX088X1 PRON AMD: 02 ACRN: AA AMS CD: 31107180008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W909533031H002 Y00000 M 1 <u>PROJ CD BRK BLK PT</u> 008</p> <table border="1"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DEL DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>5</td> <td>28-FEB-2004</td> </tr> <tr> <td>002</td> <td>8</td> <td>31-MAR-2004</td> </tr> <tr> <td>003</td> <td>12</td> <td>30-APR-2004</td> </tr> <tr> <td>004</td> <td>12</td> <td>31-MAY-2004</td> </tr> <tr> <td>005</td> <td>4</td> <td>30-JUN-2004</td> </tr> </tbody> </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> DAAE07-00-D-M051/0019</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	5	28-FEB-2004	002	8	31-MAR-2004	003	12	30-APR-2004	004	12	31-MAY-2004	005	4	30-JUN-2004	41	EA	\$ 1,267,884.000	\$ 51,983,244.00
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	5	28-FEB-2004																					
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003	12	30-APR-2004																					
004	12	31-MAY-2004																					
005	4	30-JUN-2004																					
0400	<p>NSN: 2320-01-481-8574 FSCM: 19207 PART NR: 12479556 SECURITY CLASS: Unclassified</p>																						
0400AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FIRE SUPPORT VEHICLE - BCT PRON: X13GX089X1 PRON AMD: 02 ACRN: AA</p>	8	EA	\$ 1,549,710.000	\$ 12,397,680.00																		

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
	AMS CD: 31107180008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <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>W909533031H003</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> </tr> <tr> <td>004</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>31-MAR-2004</td> </tr> <tr> <td>002</td> <td>4</td> <td>30-JUN-2004</td> </tr> </table> 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-M051/0019	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909533031H003	Y00000	M		1	<u>PROJ CD</u>	<u>BRK BLK PT</u>	004		<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	4	31-MAR-2004	002	4	30-JUN-2004				
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002	4	30-JUN-2004																												
0700	NSN: 2320-01-481-8580 FSCM: 19207 PART NR: 12479558 SECURITY CLASS: Unclassified																													
0700AA	<u>PRODUCTION QUANTITY</u> NOUN: MEDICAL EVACUATION VEH - BCT PRON: X13GX092X1 PRON AMD: 02 ACRN: AA AMS CD: 31107180008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <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>W909533031H006</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</td> </tr> </table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909533031H006	Y00000	M		1	9	EA	\$ 1,419,241.000	\$ 12,773,169.00													
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5000	<p style="text-align: center;"> <u>PROJ_CD</u> <u>BRK_BLK_PT</u> 00A <u>DEL_REL_CD</u> <u>QUANTITY</u> <u>DEL_DATE</u> 001 5 28-FEB-2004 002 4 30-JUN-2004 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-M051/0019 <u>DATA ITEM</u> </p>			<p style="text-align: center;">\$ ** NSP **</p>	<p style="text-align: center;">\$ ** NSP **</p>
	<p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>CDRL A001 Contract Work Breakdown Structure (WBS)</p> <p>CDRL A004.0 Contract Data Summary Report (CCDR)</p> <p>CDRL A004.1 Functional Cost-Hour Report DD-1921-1</p> <p>CDRL A004.2 Progress Curve Report DD-1921-2</p> <p>CDRL A005 Contract Funds Status Report (CFSR) Applicable to CLIN 9001AA only</p> <p>CDRL A006 Final Inspection Records (FIRs)</p> <p>CDRL A007 Configuration Management Report</p> <p>CDRL A008 Engineering Change Proposal</p> <p>CDRL A009 Engineering Release Record (ERR)</p> <p>CDRL A010 Transportability Report</p> <p>CDRL A011 TIR/FACAR</p> <p>CDRL A017 Radioactive Materials</p> <p>CDRL A018 Hazardous Materials Management Report</p> <p>CDRL A019 Log Mgt Info (LMI)</p>	1	lot	NSP	

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	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 CDRL A062 Level Of Effort (LOE) Monthly Status Report (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin												
9001	SECURITY CLASS: Unclassified												
9001AA	<u>SERVICES LINE ITEM</u> NOUN: NTE - VEHICLE CHANGES PRON: X13GX114X1 PRON AMD: 02 ACRN: AA AMS CD: 31107180008 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;"></td> <td style="width: 40%;">PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>28-FEB-2004</td> </tr> </table> <p style="text-align: center;">\$ 428,561.00</p> CONFIGURATION CHANGE A Not to Exceed (NTE) for FSV C4ISR This NTE represents the hardware and recurring labor costs associated with the Command, Control, Communications, Computers, Intelligence, Surveillance	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	28-FEB-2004	1	EA	\$ 428,561.00
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	1	28-FEB-2004											

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3) for the FSV.</p> <p>This NTE unit price is applicable to the 8 FSVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$888 per FSV</p> <p>50% NTE Unit Price Obligation:\$444 per FSV</p> <p>FSV C4ISR Total Obligation: \$3,552 for 8 FSVs</p> <p>////////// ////////////// //////////////</p> <p>CONFIGURATION CHANGE B</p> <p>NTE for MEV C4ISR</p> <p>This NTE represents the hardware and recurring labor costs associated with the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3) for the MEV.</p> <p>This NTE unit price is applicable to the 9 MEVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$164 per MEV</p> <p>50% NTE Unit Price Obligation:\$82 per MEV</p> <p>MEV C4ISR Total Obligation: \$738 for 9 MEVs</p> <p>////////// ////////////// //////////////</p> <p>CONFIGURATION CHANGE C</p> <p>NTE for the ICV Load List and Javelin Relocation</p> <p>This NTE represents the hardware and recurring labor costs associated with the revised ICV load lists and the relocation of the two (2) Javelins and two (2) AT4 missiles from the exterior to the interior of the ICV.</p> <p>This NTE unit price is applicable to the 55 ICVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$2,369 per ICV</p> <p>50% NTE Unit Price Obligation: \$1,185 per ICV</p>				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Load List Total Obligation: \$65,148 for 55 ICVs</p> <p>////////// /////////////// ///////////////</p> <p>CONFIGURATION CHANGE D</p> <p>NTE for the RV Load List</p> <p>This NTE represents the hardware and recurring labor costs associated with the revised RV load list.</p> <p>This NTE unit price is applicable to the 41 RVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$4,138 RV</p> <p>50% NTE Unit Price Obligation: \$2,069 per RV</p> <p>Load List Total Obligation: \$84,829 for 41 RVs</p> <p>////////// /////////////// ///////////////</p> <p>CONFIGURATION CHANGE E</p> <p>NTE for MEV Litter Lift</p> <p>This NTE represents the hardware and recurring 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.</p> <p>This NTE unit price is applicable to the 9 MEVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$56,835 per MEV</p> <p>50% NTE Unit Price Obligation: \$28,418 per MEV</p> <p>MEV Litter Lift Total Obligation: \$255,758 for 9 MEVs</p> <p>////////// /////////////// ///////////////</p> <p>CONFIGURATION CHANGE F</p> <p>NTE for MEV Attendant Seat</p> <p>This NTE represents the hardware and recurring labor costs associated with the integration of the MEV Attendant Seat.</p> <p>The NTE price is applicable to the 9 MEVs under this</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
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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
	Delivery Order 0019. NTE Unit Price: \$4,119 per MEV 50% NTE Unit Price Obligation: \$2,060 per MEV MEV Attendant Seat Total Obligation: \$18,536 for 9 MEVs //////////////// //////////////// //////////////// //////////////// //////////////// //////////////// //////////////// //////////////// //////////////// (End of narrative F001)				

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

CONTRACT ADMINISTRATION DATA

LINE	PRON/ ITEM	AMS_CD	ACRN	STAT	OBLG	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	X13GX087X1		AA	1	21	32033000035R5R07P31107131E9 S20113	3GXP01	W56HZV \$	78,653,630.00
	31107180008								
0300AA	X13GX088X1		AA	1	21	32033000035R5R07P31107131E9 S20113	3GXP01	W56HZV \$	51,983,244.00
	31107180008								
0400AA	X13GX089X1		AA	1	21	32033000035R5R07P31107131E9 S20113	3GXP01	W56HZV \$	12,397,680.00
	31107180008								
0700AA	X13GX092X1		AA	1	21	32033000035R5R07P31107131E9 S20113	3GXP01	W56HZV \$	12,773,169.00
	31107180008								
9001AA	X13GX114X1		AA	1	21	32033000035R5R07P31107131E9 S20113	3GXP02	W56HZV \$	428,561.00
	31107180008								
								TOTAL	\$ 156,236,284.00

SERVICE NAME	TOTAL BY ACRN	ACRN	STAT	OBLG	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT	
Army	AA	21			32033000035R5R07P31107131E9 S20113	W56HZV	\$ 156,236,284.00	
							TOTAL	\$ 156,236,284.00

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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 \$428,561 * dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$428,561 * dollars.
(End of clause)

* The amount cited refers to the collective obligated funds amount for the Not-To-Exceed (NTE) changes listed under Section B CLIN 9001AA of Delivery Order 0019, but the respective amounts cited in CLIN 9001AA for each NTE change in terms of the ceiling and obligated funds amount apply to that particular change.

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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:	30 May 2003
Submission of Proposal:	28 February 2003
Beginning of Negotiations:	03 March 2003
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	28 February 2003

(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 \$857,122 *.

* The amount cited refers to the collective amount for the Not-To-Exceed (NTE) changes listed under Section B CLIN 9001AA of Delivery Order 0019, but the respective amounts cited in CLIN 9001AA for each NTE change in terms of the ceiling and obligated funds amount apply to that particular change.

[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.

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

(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)