

2. Amendment/Modification No. 02	3. Effective Date 2003APR25	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM SFAB-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000	Code	S2305A
			SCD A PAS NONE ADP PT SC1012		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315  TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0019
	<input type="checkbox"/>	10B. Dated (See Item 13) 2003MAR18
Code INLE2	Facility Code	

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

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

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

12. Accounting And Appropriation Data (If required)  
ACRN: AA NET INCREASE: \$158,372,732.00

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

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

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

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

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

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) CONSTANCE M. TUCKER TUCKERC@TACOM.ARMY.MIL (586)753-2019
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)
	16C. Date Signed 2003APR25

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

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

MOD/AMD 02

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

## SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: STRYKER ARMORED VEHICLES

1. This Modification 02 to Delivery Order 0019 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The purpose of this delivery order is to:
  - a. Acquire an additional 114 Stryker Armored Vehicles in accordance with Special Provision Section H.3.4 Table 3 Fiscal Year 2003 Ordering Period Column I.
    - 1) A quantity of 79 Infantry Carrier Vehicles (ICV).
    - 2) A quantity of 10 Reconnaissance Vehicles (RV).
    - 3) A quantity of 6 Fire Support Vehicles (FSV).
    - 4) A quantity of 10 Engineer Squad Vehicles (ESV).
    - 5) A quantity of 9 Medical Evacuation Vehicles (MEV).
  - b. Acquire the vehicle integration of the undefinitized hardware configuration changes specified in Paragraph 6b below.
  - c. Adjust the vehicle prices of the initial 113 Stryker vehicles acquired under Delivery Order 0019. In accordance with Special Provision Section H.3.4 sub-paragraph 2: "The Top-Up Delivery Order quantities and Follow-On Delivery Order quantities placed during the 60 day period will be combined to determine the applicable recurring vehicle price for use in the formula. If the addition quantities yield a recurring vehicle price lower than that used in the original order price calculation, the original order price will be re-calculated and the Government shall receive a downward adjustment in price as applicable." The vehicles acquired in the initial Delivery Order 0019 order were purchased under the Special Provision Section H.3.4 Table 3 Fiscal Year 2003 Ordering Period Column J. Based on the Top-Up Order provisions, the prices for the initial 113 Stryker vehicles ordered are adjusted downward to reflect the Special Provision Section H.3.4 Table 3 Fiscal Year 2003 Ordering Period Column I pricing.
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. The parties agree to decrease the unit price of each ESV by \$165,000 pending resolution of the termination settlements for the ESV tele-operations (\$90,000) and mine detection devices (\$75,000). On 8 October 2002, the PCO issued a Termination for the convenience of the Government pursuant to FAR 52.249-1 for the ESV tele-operations and mine detection devices. The termination settlement is pending. A minimum price reduction of \$165,000 per ESV is taken under this modification for the termination of the ESV tele-operations and mine detection devices.
5. Delivery Order 0019, executed 18 March 2003, established Sub-CLIN 9001AA for the Not-To-Exceed prices for the required vehicle configuration changes which were undefinitized at the time of the Delivery Order 0019 award. Subsequent to Delivery Order 0019 award, the parties negotiated an equitable adjustment to vehicle unit prices for the negotiated settlement for the following MEV and ESV hardware changes. Pursuant to that negotiated settlement, the parties agree to:
  - a. Increase the unit price of each ESV by \$1,717 as a result of the negotiated settlement for the ESV Through Hull Connector. Delivery Order 0019 contains no funding on Sub-CLIN 9001AA for the NTE ESV Through Hull Connector.
  - b. Increase the unit price of each MEV by \$40,721 based on the negotiated settlement of:
    - 1) The MEV Attendant Seat at \$3,163 per MEV.
    - 2) The MEV Litter Lift at \$37,558 per MEV.

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MOD/AMD 02

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

- c. Decrease Sub-CLIN 9001AA obligated funds by \$255,758 to de-obligate the NTE funding for the MEV Litter Lift.
- d. Decrease Sub-CLIN 9001AA obligated funds by \$18,536 to de-obligate the NTE funding for the MEV Attendant Seat.

6. Section B of this delivery order reflects:

- a. The applicable CLINs with vehicle quantities, vehicle prices and required delivery dates.

1) CLIN 0001AA - The ICV quantity is increased by 79 vehicles from 55 vehicles to a total quantity of 134 ICVs. The unit price for the initial quantity of 55 ICVs acquired under the initial order is adjusted downward, as discussed in Paragraph 2c above.

2) CLIN 0300AA - The RV quantity is increased by 10 vehicles from 41 vehicles to a total quantity of 51 RVs. The unit price for the initial quantity of 41 RVs acquired under the initial order is adjusted downward, as discussed in Paragraph 2c above.

3) CLIN 0400AA - The FSV quantity is increased by 6 vehicles from 8 vehicles to a total quantity of 14 FSVs. The unit price for the initial quantity of 8 FSVs acquired under the initial order is adjusted downward, as discussed in Paragraph 2c above.

- 4) CLIN 0500AA for a quantity of 10 ESVs. This is the first order for ESVs under this Delivery Order 0019.

5) CLIN 0700AA - The MEV quantity is increased by 9 vehicles from 9 vehicles to a total quantity of 18 MEVs. The unit price for the initial quantity of 9 MEVs acquired under the initial order is adjusted downward, as discussed in Paragraph 2c above.

b. CLIN 9001AA specifies the Not-To-Exceed (NTE) prices for the required vehicle configuration changes which are undefinitized at the time of this modification 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. As a result of the increased vehicle quantity acquired under the delivery order, the total obligated amount for the NTEs applicable to the vehicles under this delivery order is decreased by \$161,656 from \$428,561 to \$266,905. 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 increase is a result of the additional 6 FSVs acquired under this modification. The total obligated amount for the NTE is applicable to the total quantity of 14 FSVs under this delivery order.

- a. NTE Unit Price: \$888 per vehicle
- b. Prior NTE Obligation for the Initial Order: Obligated at 50% NTE Unit Price =  $\$444 \times 8$  FSVs = \$3,552
- c. Obligation Increase for this Top-Up Order: Obligated at 50% NTE Unit Price =  $\$444 \times 6$  FSVs = \$2,664
- d. Revised NTE Obligation Amount This Modification: \$6,216

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 increase is a result of the additional 9 MEVs acquired under this modification. The total obligated amount for the NTE is applicable to the total quantity of 18 MEVs under this delivery order.

- a. NTE Unit Price: \$164 per vehicle
- b. Prior NTE Obligation for the Initial Order: Obligated at 50% NTE Unit Price =  $\$82 \times 9$  MEVs = \$738
- c. Obligation Increase for this Top-Up Order: Obligated at 50% NTE Unit Price =  $\$82 \times 9$  MEVs = \$738
- d. Revised NTE Obligation Amount This Modification: \$1,476

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 increase is due to the 79 ICVs acquired under this modification. Based on the range pricing contained in the contractor's proposal (not yet negotiated), the NTE price established under the initial order is adjusted downward from \$2,369 per ICV to \$2,324 per ICV.

- a. NTE Unit Price: \$2,324 per vehicle

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

b. Obligated at 50% NTE Unit Price \$1,162 x 134 ICVs = \$155,708 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 increase is due to the 10 RVs acquired under this modification. Based on the range pricing contained in the contractor's proposal (not yet negotiated), the NTE price established under the initial order is adjusted downward from \$4,138 per RV to \$4,059 per RV.

a. NTE Unit Price: \$4,059 per vehicle.

b. Obligated at 50% NTE Unit Price = \$2,030 x 51 RVs = \$103,505 Obligation.

5) Configuration Change E - MEV Litter Lift. As a result of the definitized price for this hardware change, the funding previously obligated for the MEV hardware configuration change on the Litter Lift is de-obligated by \$255,758. The narrative for Configuration Change E is removed from Sub-CLIN 9001AA.

6) Configuration Change F - MEV Attendant Seat. As a result of the definitized price for this hardware change, the funding previously obligated for the MEV hardware configuration change on the Attendant Seat is de-obligated by \$18,536. The narrative for Configuration Change F is removed from Sub-CLIN 9001AA.

7. Attachment 1 to Delivery Order 0019 is revised to reflect the consolidated delivery schedule for the initial order and the Top-Up order for Fiscal Year 2003 deliveries.

8. The following clauses apply to the undefinitized changes provided in paragraph 6b 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

9. As a result of this action, the total amount obligated to Delivery Order 0019 is increased by \$158,372,732. Except as specifically stated above, all other terms and conditions of Delivery Order 0019 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																																
0001	NSN: 2320-01-481-8575 FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified																																																																
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: INFANTRY CARRIER VEHICLE -BCT                      PRON: X13GX087X1 PRON AMD: 04 ACRN: AA                      AMS CD: 31107180008</p> <p>CLIN revised by Modification 02.</p> <p>(End of narrative C001)</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></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>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</u></td> <td><u>BLK</u></td> <td><u>PT</u></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> <tr> <td>006</td> <td>16</td> <td>31-JAN-2004</td> </tr> <tr> <td>007</td> <td>7</td> <td>31-JUL-2004</td> </tr> <tr> <td>008</td> <td>7</td> <td>31-AUG-2004</td> </tr> <tr> <td>009</td> <td>14</td> <td>30-SEP-2004</td> </tr> <tr> <td>010</td> <td>18</td> <td>31-OCT-2004</td> </tr> <tr> <td>011</td> <td>17</td> <td>30-NOV-2004</td> </tr> </table> <p>FOB POINT: Origin</p>	<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</u>	<u>BLK</u>	<u>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	006	16	31-JAN-2004	007	7	31-JUL-2004	008	7	31-AUG-2004	009	14	30-SEP-2004	010	18	31-OCT-2004	011	17	30-NOV-2004	134	EA	\$ 1,402,826.000	\$ 187,978,684.00
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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																																								
0300	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  NSN: 2320-01-481-8572 FSCM: 19207 PART NR: 12479552 SECURITY CLASS: Unclassified																																												
0300AA	<u>PRODUCTION QUANTITY</u>  NOUN: RECONNAISSANCE VEHICLE - BCT PRON: X13GX088X1 PRON AMD: 04 ACRN: AA AMS CD: 31107180008  CLIN revised by Modification 02.  (End of narrative C001)  <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>W909533031H002</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>008</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>5</td> <td>28-FEB-2004</td> </tr> <tr> <td>002</td> <td>6</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>6</td> <td>30-JUN-2004</td> </tr> <tr> <td>006</td> <td>8</td> <td>31-AUG-2004</td> </tr> <tr> <td>007</td> <td>2</td> <td>30-NOV-2004</td> </tr> </table> FOB POINT: Origin	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909533031H002	Y00000	M		1	<u>PROJ CD</u>	<u>BRK BLK PT</u>	008		<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	5	28-FEB-2004	002	6	31-MAR-2004	003	12	30-APR-2004	004	12	31-MAY-2004	005	6	30-JUN-2004	006	8	31-AUG-2004	007	2	30-NOV-2004	51	EA	\$ 1,242,579.000	\$ 63,371,529.00
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0400AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FIRE SUPPORT VEHICLE - BCT                      PRON: X13GX089X1 PRON AMD: 04 ACRN: AA                      AMS CD: 31107180008</p> <p>CLIN revised by Modification 02.                      (End of narrative C001)</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 W909533031H003 Y00000 M 1  <u>PROJ CD BRK BLK PT</u>                      004</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>6</td> <td>31-MAR-2004</td> </tr> <tr> <td>002</td> <td>2</td> <td>30-JUN-2004</td> </tr> <tr> <td>003</td> <td>6</td> <td>31-JUL-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>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	6	31-MAR-2004	002	2	30-JUN-2004	003	6	31-JUL-2004	14	EA	\$ 1,255,929.000	\$ 17,583,006.00
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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																																																
0500	<p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0019</p> <p>NSN: 2320-01-481-8570                      FSCM: 19207                      PART NR: 12479557                      SECURITY CLASS: Unclassified</p> <p>This unit price includes the following ESV Hardware and recurring costs associated with the:</p> <p style="padding-left: 40px;">ESV Through Hull Connector at \$1,717 per vehicle.</p> <p style="text-align: center;">(End of narrative B003)</p>																																																				
0500AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: ENGINEER SQUAD VEHICLE - BCT                      PRON: X13GX090X1 PRON AMD: 02 ACRN: AA                      AMS CD: 31107180008</p> <p>CLIN added by Modification 02.</p> <p style="text-align: center;">(End of narrative B002)</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></p> <table border="0" style="width: 100%;"> <tr> <td>DOC</td> <td colspan="5">SUPPL</td> </tr> <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>W909533031H004</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 colspan="3"></td> </tr> <tr> <td></td> <td colspan="5">003</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="2"><u>DEL DATE</u></td> <td colspan="2"></td> </tr> <tr> <td>001</td> <td>6</td> <td colspan="2">31-JUL-2004</td> <td colspan="2"></td> </tr> <tr> <td>002</td> <td>4</td> <td colspan="2">31-AUG-2004</td> <td colspan="2"></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</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909533031H004	Y00000	M		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					003					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	6	31-JUL-2004				002	4	31-AUG-2004				10	EA	\$ 2,379,280.000	\$ 23,792,800.00
DOC	SUPPL																																																				
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD 02

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0700	REQUISITION.  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0019  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: 05 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> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK</u></td> <td><u>BLK</u></td> <td><u>PT</u></td> <td></td> </tr> <tr> <td></td> <td>00A</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>5</td> <td>28-FEB-2004</td> </tr> <tr> <td>002</td> <td>5</td> <td>30-JUN-2004</td> </tr> <tr> <td>003</td> <td>6</td> <td>30-SEP-2004</td> </tr> <tr> <td>004</td> <td>2</td> <td>31-OCT-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	W909533031H006	Y00000	M		1		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>			00A					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	5	28-FEB-2004	002	5	30-JUN-2004	003	6	30-SEP-2004	004	2	31-OCT-2004	18	EA	\$ 1,200,894.000	\$ 21,616,092.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																							
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD 02

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
9001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: NTE - VEHICLE CHANGES                      PRON: X13GX114X1 PRON AMD: 02 ACRN: AA                      AMS CD: 31107180008</p> <p>CLIN revised by Modification 02.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>28-FEB-2004</td> </tr> </table> <p style="text-align: right;">\$ 266,905.00</p> <p>CONFIGURATION CHANGE A</p> <p>Not to Exceed (NTE) for FSV 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 FSV.</p> <p>This NTE unit price is applicable to the 14 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: \$6,216 for 14 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)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		28-FEB-2004	1	EA		\$ 266,905.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	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>Version 3.0 (Vehicle Diagrams Version 1.3) for the MEV.</p> <p>This NTE unit price is applicable to the 18 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: \$1,476 for 18 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 134 ICVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$2,324 per ICV</p> <p>50% NTE Unit Price Obligation: \$1,162 per ICV</p> <p>Load List Total Obligation: \$155,708 134 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 51 RVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$4,059 per RV</p> <p>50% NTE Unit Price Obligation: \$2,029.50 per RV</p> <p>Load List Total Obligation: \$103,505 for 51 RVs</p> <p>////////////////////</p>				

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Reference No. of Document Being Continued  
PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD 02

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CONFIGURATION CHANGE E - Deleted by Modification 02.</p> <p>//////////      //////////      //////////</p> <p>CONFIGURATION CHANGE F - Deleted by Modification 02.</p> <p>//////////      //////////      //////////</p> <p>//////////      //////////      //////////</p> <p>//////////      //////////      //////////</p> <p>(End of narrative F001)</p>				

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE07-00-D-M051/0019 **MOD/AMD** 02

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS_CD	ACRN	OBLG STAT/ JOB_ORD_NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AA	X13GX087X1 31107180008	AA	1 3GXP01	\$	78,653,630.00	\$	109,325,054.00	\$	187,978,684.00
0300AA	X13GX088X1 31107180008	AA	1 3GXP01	\$	51,983,244.00	\$	11,388,285.00	\$	63,371,529.00
0400AA	X13GX089X1 31107180008	AA	1 3GXP01	\$	12,397,680.00	\$	5,185,326.00	\$	17,583,006.00
0500AA	X13GX090X1 31107180008	AA	1 3GXP01	\$	0.00	\$	23,792,800.00	\$	23,792,800.00
0700AA	X13GX092X1 31107180008	AA	1 3GXP01	\$	12,773,169.00	\$	8,842,923.00	\$	21,616,092.00
9001AA	X13GX114X1 31107180008	AA	1 3GXP02	\$	428,561.00	\$	-161,656.00	\$	266,905.00
					NET CHANGE	\$	158,372,732.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 32033000035R5R07P31107131E9 S20113	W56HZV	\$ 158,372,732.00
				NET CHANGE \$ 158,372,732.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 156,236,284.00	\$ 158,372,732.00	\$ 314,609,016.00



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

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

MOD/AMD 02

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

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-2 CHANGED	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 \$533,810 \*.

\* 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]