

Mr. Dan Phillip  
Manager, Contracts  
GM GDLS LLC, Joint Venture  
14920 Twenty Three Mile Road  
Shelby Township, MI 48315

Dear Mr. Phillip:

This letter constitutes contract (DAAE07-02-C-B001) on the terms set forth herein and signifies the intention of the U.S. Army Tank-Automotive and Armaments Command to execute a Cost Plus Fixed Fee contract with you for the conduct of Interim Contractor Logistics Support (ICLS) to support the first and second fielded Brigade Combat Teams to Fort Lewis, Washington. Period of service is scheduled from date of acceptance of this contract for two consecutive years. This contract is contingent, upon the terms and conditions herein stated, which are incorporated in and made a part hereof.

In accordance with the clause entitled Contract Definitization, you shall submit a proposal to the Government for the scope of work encompassed in this contract. Your proposal shall be supported by cost or pricing data, Guaranty, a Small and Small Disadvantaged Business Subcontracting Plan, and any other information specified herein. A Certificate of Current Cost or Pricing Data (FAR 15.406-2(a)) shall be submitted upon contract definitization.

You are further advised not to commence any operations under this contract until you submit to the contracting officer completed sections K and L, and provide a Small and Small-Disadvantaged Business Subcontracting Plan (Sections K and L included herein). Upon submission of these items, and acceptance of same, you are directed to proceed immediately to commence performance of the work with all diligence to the end that the services specified may be performed within the time and standards specified herein.

Please indicate your acceptance of the foregoing by signing this letter and returning it with all supporting documentation to this office.

Sincerely,

Wolfgang A. Petermann  
Major, U.S. Army  
Contracting Officer

Enclosure

EXECUTED AS OF THE DATE SHOWN BELOW

BY:

DATE:

Type Name:

Position:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-C-B001 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 40
---------------------------	--	----------------------------

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

SECTION A - SUPPLEMENTAL INFORMATION

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-02-C-B001 MOD/AMD

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	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>LABOR TO SUPPORT ICLS</u>	1	LO		\$ 7,000,000.00
	SECURITY CLASS: Unclassified PRON: X11GX159X1 PRON AMD: 02 ACRN: AA AMS CD: 311071				FUNDED
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-MAY-2004				
	\$ 7,000,000.00				
0001AB	<u>PARTS TO SUPPORT ICLS</u>	1	LO		\$ 13,000,000.00
	SECURITY CLASS: Unclassified PRON: X11GX159X1 PRON AMD: 02 ACRN: AA AMS CD: 311071				FUNDED
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-MAY-2004				
	\$ 13,000,000.00				
0001AC	<u>NON-RECURRING TO SUPPORT ICLS</u>	1	LO		
	SECURITY CLASS: Unclassified PRON: X11GX159X1 PRON AMD: 02 ACRN: AA AMS CD: 311071				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-MAY-2004				

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-02-C-B001 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AA	<p><u>DATA REQUIREMENTS FOR ICLS</u></p> <p>SECURITY CLASS: Unclassified</p>				
A001	<p><u>Packaging and Marking</u></p> <p><u>HAZARDOUS MATERIALS MGMT REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 3  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 1 UNDEFINITIZED</p> <p>FOB POINT: Destination</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>	1	EA	\$ ** NSP **	\$ ** NSP **
A002	<p><u>PARTS SUMMARY REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 3  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 1 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</p>	1	EA	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-02-C-B001 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p>(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONSUMABLE &amp; REPARABLE ITEMS RPT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><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 UNDEFINITIZED</p> <p>FOB POINT: Destination</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>	1	EA	\$ ** NSP **	\$ ** NSP **
A004	<p><u>REPARABLE ITEMS REPAIR COST RPT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><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 UNDEFINITIZED</p> <p>FOB POINT: Destination</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>	1	EA	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-02-C-B001 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p><u>READINESS REPORTS</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 3  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 1 UNDEFINITIZED</p> <p>FOB POINT: Destination</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>	1	EA	\$ ** NSP **	\$ ** NSP **
A006	<p><u>ICLS DEPLOYMENT SUPPORT PLAN</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 3  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 1 UNDEFINITIZED</p> <p>FOB POINT: Destination</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>	1	EA	\$ ** NSP **	\$ ** NSP **
A007	<p><u>TRANSITION PLAN</u></p> <p>SECURITY CLASS: Unclassified</p>	1	EA	\$ ** NSP **	\$ ** NSP **





CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-02-C-B001 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>001 3</p> <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>1</td> <td>UNDEFINITIZED</td> </tr> </table> <p>FOB POINT: Destination</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	1	UNDEFINITIZED				
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>									
001	1	UNDEFINITIZED									

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 10 of 40****PIIN/SIIN** DAAE07-02-C-B001**MOD/AMD****Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

B.1 ESTIMATED COST, FIXED FEE AND PAYMENT

B.1.1. RESERVED

\*\*\* END OF NARRATIVE B 001 \*\*\*

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

Page 11 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
-----------------	-------	------

C-1	52.211-4010 (TACOM)	ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I	FEB/1998
-----	------------------------	--	----------

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2). have executed the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM in Section K herein.

[End of Clause]

C-2	52.211-4010 (TACOM)	ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS	FEB/1998
-----	------------------------	---	----------

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (See Section L.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

C-3	52.211-4018 (TACOM)	ACQUISITION OF MANUFACTURER'S PART NUMBER	MAY/1996
-----	------------------------	---	----------

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Principal Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

C.4 RESERVED

C.5 HAZARDOUS MATERIALS

C.5.1 The contractor shall not deliver cadmium, hexavalent chromium, or other highly toxic or carcinogenic materials without prior Government approval. No Class I or Class II substances shall be used. FM200 shall be used as the ozone-safe fire extinguishing agent in the occupied spaces, while HFC125 (FE-25) shall be used as the ozone-safe fire extinguishing agent in the engine compartment. The contractor shall not use materials that are identified in the Registry of Toxic Effects of Chemical Substances, published by the National Institute for Occupational Safety and Health, as materials that will produce toxic effects via the respiratory tract, eye, skin, or mouth. Moderately toxic materials may be used provided the design and control preclude personnel from being exposed to environments in excess of that specified in 29 CFR 1910, Occupational Safety and Health Standards.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 12 of 40</b>
	PIIN/SIIN DAAE07-02-C-B001	MOD/AMD
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP L.L.C.		

C.5.1.1 Hazardous Materials Management Program/Plan. The contractor shall establish, implement and maintain a Hazardous Materials Management Program using National Aerospace Standard 411, "Hazardous Materials Management Program" as a guide. The contractor shall develop a Hazardous Materials Management Plan which, at a minimum, shall identify and describe the organizational relationships and responsibilities for eliminating hazardous materials, define the process used to identify the hazardous materials utilized in the manufacturing process, and establish prioritization criteria for ranking the relative risk of these hazardous materials.

C.5.1.2 Hazardous Materials Management Report. The contractor shall submit a Hazardous Material Management Report IAW CDRL A001 which, at a minimum, shall identify all hazardous materials used or delivered in the performance of this contract (excluding materials/equipment provided by the Government). Contractor's report shall include a listing of prioritized hazardous materials for minimization/elimination per the criteria established in the Hazardous Materials Management Plan, and identify those hazardous materials/processes for which non-hazardous substitute materials/technologies may be available for implementation.

C.5.2. The following exceptions are incorporated for the Paint/pretreatment process:

a. Vinyl Wash Pretreatment Deletion on Painted Hulls, Doors, Hatches, Grills, and Fuel Tanks. Contractor shall establish and demonstrate a quality control process that validates/ensures paint adhesion.

b. Eliminate Painting of Interior Stainless Steel Components. The contractor will eliminate all prewash and painting on the following part numbers: 10626247-PC (bolt), 10638218-PG (screen), 10652324-011 (retainer, seal), 10654451-001 (bracket), and 10652472-001 (screen).

C.5.3. If the contractor for any reason believes that hexavalent chromium based pre-treatment materials, and hexavalent chromium/cadmium components, other highly toxic or carcinogenic materials, are the only acceptable substance/components with no known alternatives, then the contractor shall seek Government approval in accordance with C.5.1 of the contract prior to delivering any such item. The Government will consider waivers in these situations as required. Under no circumstances will hexavalent chromium containing components or items be used or delivered to the Government without prior Government approval.

\*\*\* END OF NARRATIVE C 002 \*\*\*

INTERIM ARMORED VEHICLE (IAV) INTERIM CONTRACTOR LOGISTICS SUPPORT (ICLS)

C.6 General

C.6.1. The contractor shall provide logistic support for the Interim Armored Vehicles (IAVs) fielded to 1st and 2nd Brigade Combat Teams (BCT). This support shall be referred to within this contract as Interim Contractor Logistics Support (ICLS). The IAV ICLS shall be tailored to several program events: prefielding, post fielding and transition. In addition this contract covers contractor deployment support preparation. The ICLS shall include: maintenance, supply support, technical assistance, logistics planning and management, field exercises, deployment support preparation, program plans and controls, business administration, logistics planning and management, technical manual feedback.

C.6.2 The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions necessary to maintain and sustain a monthly 98% Operational Readiness Rate (ORR) for ICV's and no more than a 24hour Non Mission Capable Status, per class iteration, for low density vehicles (RV, CV, ESV, NBCRV, MGS, FSV, MEV, ATGM) during phase II OPNET and overall BCT average of 90% ORR after phase II OPNET for the vehicle platform less GFE/ASIOE. Upon Completion of Phase II OPNET the contractor shall perform services assisting those trained in such a manner as to maintain and sustain a monthly 90% Operational Readiness Rate (ORR) as defined in C.9.1.the following monthly Operational Readiness Rates (ORR):

C.6.3 The contractor shall maintain 1st and 2nd Brigade Combat Team (BCT) Operational Readiness Floats (ORFs) within the Brigade Support Battalion (BSB) maintenance area.

C.6.4 RESERVED

C.6.5. The Field Service Reps performing ICLS IAW this contract shall serve as System Field Service Reps. System Field Service Reps (FSR) shall direct user representatives to existing supply and maintenance sources for Associated Support Items of Equipment (ASIOE), GFE, or other Mission Equipment, not covered by this contract, but added to the vehicle platform making it a comprehensive system. Sources for exiting supply and maintenance support for these other items may be organic capability, Logistics Assistance Reps, or other contractors providing such coverage. The government will provide and update a list of existing supply and maintenance sources for items not covered by this contract for use by the system FSR in directing user inquiries.

C.7 ICLS Supply Support Services

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

C.7.1 The contractor shall provide all spare and repair parts for the IAV vehicles fielded to the 1st and 2nd Brigade Combat Teams. This includes spare and repair parts which may have existing NSNs and government established Sources of Supply (SOS), new unique consumables traditionally managed by DLA, and new unique reparables traditionally managed by TACOM.

C.7.2 The contractor shall provide all spare and repair parts required to maintain interface to any installed GFE. (e.g. brackets, mounts, shock mounts, trays, cables, etc.) In addition the contractor shall provide all spare and repair parts for the following GFE; M13A1 GPFU, AN/VDR-2 mount, and VIS/VIC3.

C.7.3 Spare and repair parts for all Government Furnished Equipment (GFE) added to the vehicle after DD 250 acceptance is not the contractors responsibility. System Field Service Reps, in accordance with C.6.5, shall direct user representatives to existing supply sources for ASIOE, GFE and other Mission Equipment, not covered by this contract but added to the vehicle platform.

C.7.4 RESERVED

C.7.4.1 The contractor shall store and maintain, (e.g., keep to current production configuration, shelf life management) for deployment within short notice (48 hours of notification), a Strategic Configured Sustainment Support Package (SCSSP) at the Auburn ICLS facility. The initial SCSSP is covered under a separate contract action. This contract entails only storage, maintenance and outloading / delivery of SCSSP to APOE/SPOE. These items shall need not be stored as assembled sets, however, they shall be identified as SCSSP items and shall not be not utilized to fulfill other ICLS requirements.

C.7.5 The Contractor is responsible for the proper care, maintenance, protection, preservation and repair of all Government property and facilities provided.

C.7.6 The Contractor shall maintain a database containing all parts acquired in support of this contract. The contractor shall deliver an electronic file, in contractor format, of that database as described in CDRL A002.

C.7.7 The contractor shall issue consumable items for IAVs only. The contractor shall document an initial process for the issue of consumable items to user representatives and submit in contractor format per CDRL A003. The initial procedures shall be able to be tailored to conform to local retail supply procedures which may be imposed.

C.7.7.1 The contractor shall issue serviceable repairable items from inventory only upon the physical receipt of a returned repairable unserviceable item from an IAV platform. The contractor shall confirm that the returned item is unserviceable and from an IAV before a replacement is issued after which the repairable item will be fixed IAW ICLS repair procedures. The contractor shall document an initial process for the receipt, inspection, and issue of repairable items to user representatives and submit in contractor format per CDRL A003. The initial procedures shall be able to be tailored to conform to local retail supply procedures which may be imposed.

C.7.7.2 The contractor shall repair returned unserviceable repairable items IAW manufacturer repair standards. In the event manufacturers repair standards do not exist, the items shall be repaired to a like new condition. The contractor shall allow the government access to review repair standards, repair processes and inspection/tests used. The contractor shall not repair items where the repair cost exceeds 100% of the replacement cost. The contractor shall issue repaired parts when available. The contractors supply database (See paragraph C.7.6 above) shall include quantities of repairable parts returned, repairable parts repaired and repaired repairable parts issued.

C.7.8 The contractor shall track repair costs related to repair of any repairable item issued. These repair costs shall be recorded in the contractors database and delivered with reports described in CDRL A004.

C.7.9 The contractor shall be responsible for all inventory management functions for parts required to meet the ICLS readiness rate requirements. The contractor shall be responsible all procurement, packaging, handling, transportation, storage, maintenance and issue of parts related to meeting the readiness rate requirements of this contract.

C.7.10 The contractor will ensure that all IAV common and unique platform parts issued in support of this contract shall be free of cadmium, hexavalent chromium, and other highly toxic or carcinogenic materials. Any part that the contractor proposes to acquire, for use under this contract, that may contain any of these substances must be approved by the Government. (see paragraph C.5)

C.8 ICLS Maintenance

C.8.1 The contractor shall establish a maintenance capability in proximity of Ft Lewis/Yakima Training Center to perform maintenance required for the IAVs of the 1st and 2nd BCT to achieve the readiness rate requirements defined in Paragraph C.6.2. The contractor shall be required to perform maintenance at Auburn, Ft Lewis, and the Yakima Training Center. The Government will provide locations and facilities, co-located within the BSB maintenance areas and Combat Repair Teams (CRT) work areas.

C.8.2 The contractor shall perform all Field Level Preventative Maintenance Checks and Services (PMCS) (Semiannual, Annual and Biannual services and any hour and mileage services that would fall within those calendar intervals) and all scheduled field maintenance actions for the IAV vehicles, to include Contractor provided GFE mounting and all GFE specified in paragraph C.7.2 . The

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

Page 14 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

contractor shall provide the personnel, transportation, and tools to perform all field level scheduled maintenance actions required.

C.8.2.1 Upon completion on Operator NET, the contractor shall assist those trained operators in the performance of operator PMCS and all operator maintenance tasks, as required.

C.8.2.2 Upon completion of Field Level Maintenance NET, the contractor shall assist those trained maintainers in the performance of all unscheduled maintenance actions, as required.

C.8.3 The Government will provide standard POL supply and overhead lift support for the IAV vehicles at Fort Lewis and Yakima Training Center.

C.8.4 All IAV maintenance shall be performed IAW the IAV Technical Manuals. If IAV Technical Manuals do not provide complete coverage needed to perform the required maintenance, the contractor shall perform maintenance IAW published Original Equipment Manufacturers (OEM) procedures. In the absence of OEM procedures, the contractor will perform maintenance based on best commercial practices. The Contractor shall report missing maintenance procedures for incorporation into the IAV Technical Manuals as required by the IAV support concept. System Field Service Reps, in accordance with C.6.5, shall direct user representatives to existing maintenance sources for ASIOE, GFE and other Mission Equipment, not covered by this contract but added to the vehicle platform.

C.8.5 Evacuation: The U.S. Army will provide recovery and evacuation of IAVs to supporting maintenance facilities. The contractor shall provide supervision of recovery activities as needed. The contractor is responsible for evacuation of any subsequent materials or system components to any specialized repair facility and/or subcontractor facility.

C.8.6 The contractor is responsible for providing all tools required to support all ICLS operations ( Auburn, Yakima Training Center, Fort Lewis and all training events).

C.8.7. RESERVED

C.9 ICLS Readiness

C.9.1 The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions necessary to maintain and sustain a monthly 98% Operational Readiness Rate (ORR) for ICV's and no more than a 24 hour Non Mission Capable Status, per class iteration, for low density vehicles (RV, CV, ESV, NBCRV, MGS, FSV, MEV, ATGM) during phase II OPNET and following the completion of Phase II OPNET an overall IAV average of 90% ORR for the vehicle platform less GFE/ASIOE. Vehicle readiness will be determined using the Non-Mission Capable (NMC) criteria contained in the IAV (platform) TM/IETM documentation. The monthly fleet ORR is calculated by dividing available days by possible days, where possible days is equal to the number of vehicles in the fleet times the number of days in the month, and available days is equal to the number of possible days minus the number of non mission capable days. Operational Readiness Floats (ORFs) will be reported separately after issued to the BSB. The contractor shall provide readiness reports for the BCT(s) until such time as the units commence formal readiness reporting. (CDRL A005).

C.9.2 The Contractor must provide parts and perform unscheduled maintenance actions to remove vehicles from Non-Mission Capable Supply (NMCS) and Non-Mission Capable Maintenance (NMCM) status. NMC time will commence after the vehicle has been downloaded of all ammunition and inspections have been completed. The Contracting Officer's Representative (COR) may approve the exclusion of any vehicle in the monthly ORR.

C.9.3 In the event of a serious accident or incident, the corrective action will not commence until all investigations and vehicle inspections have been completed. The Contracting Officer's Representative (COR) may approve the exclusion of the vehicle in the monthly ORR.

C.10 - ICLS Coverage for Field Exercise

C.10.1 The Contractor shall perform the ICLS services for field exercises. For estimating purposes, it is anticipated that four Battalion sized Task Force Exercises will be conducted per year (approximately one per quarter) within CONUS. Exercises in excess of this will be separately negotiated.

C.10.2 The Contractor shall support all the 1st and 2nd Brigade Combat Teams field exercises providing supply, maintenance, and technical assistance necessary to maintain the readiness rate requirements required by paragraph C.6.2.

C.11 ICLS Deployment Support Plan. The contractor will provide a ICLS Deployment Support Plan under CDRL A006. The Deployment Support Plan shall encompass requirements of C.11.1 - C.11.8. Contractor's plan shall address aggregate IAV readiness rate objectives while deployed.

C.11.1 The Contractor shall perform the ICLS services for all deployments using Attachment 1, Contractor Support in the Theater of Operations as a guide for Deployment Requirements IAW Army Regulations.

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

C.11.2 Deployment ORR Objectives. Reserved.

C.11.3 The Contractor will deploy with the 1st and 2nd Brigade Combat Team and/or elements of the 1st and 2nd Brigade Combat Team to maintain the IAV readiness rate goal specified in C.11.2. The contractor shall deploy spare and repair parts, parts management/issuing capability, maintainers, technical advisors repair capability and any and all support items necessary to meet the readiness goal. The Government will provide transportation of personnel and material to the deployment sites in accordance with the Commanders Time Phased Deployment Data (or at the commanders prerogative).

C.11.4 The Contractor shall be staffed and configured to support battalion-sized task forces operating in the same or separate locations for deployment while sustaining support in garrison during the performance of this contract.

C.11.5 The ICLS activity shall be configured to deploy with the unit using Government provided vehicles, shelters, transportation and power generating equipment. All contractor equipment shall be capable of being operated in a forward deployed field location under combat conditions.

C.11.6 Contractor shall provide a cost estimate the Deployment Support within 24 hours of a request by the Contracting Officer.

C.11.7 Contractor personnel should be ready to deploy within 48 hours of Contracting Officer notification using military (or government furnished civilian) transportation by land, sea, or air. This includes maintaining current information IAW Deployment Guide.

C.11.8 Contractor personnel shall agree to abide by the rules of engagement, policies and procedures identified within Army Regulations for Contractor Deployments. Contractor shall also use attachment 1, Contractor Support in the Theater of Operations as a guide. The contractor shall augment any deployment with additional personnel as needed and provide backfill personnel to non-deployed units as necessary.

#### C.12. Warranties

C.12.1 Pass-Through Warranties. The contractor shall pass through all applicable warranties offered from their subcontractors and vendors associated with IAV vehicles and/or spare/repair parts. The contractor shall provide a list of the warranted parts and assemblies unique to this contract per (CDRL A010). The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the extent of the warranty. Actual copies of subcontractor/vendor warranties shall be provided to the Government upon request.

C.12.2 Adjustments for All Warranties. Contractor shall identify under CDRL A003 and A004, on a monthly basis, all parts repaired, replaced, or serviced based upon all applicable warranty coverage included in DAAE07-00-D-M051 or any other contract issued during the performance of this contract. The contractor will determine the appropriate contract fund transfers, if required. At the request of the government a joint review will be conducted of the data provided under CDRL A003 & A004, to include any contract fund transfers.

#### C.13 Transportation.

C.13.1 The contractor shall be responsible for the transportation of contractor provided supplies, parts, tools, etc to Ft Lewis and Yakima Training Center. The Government will provide transportation of parts, materials and tools to field activity and deployment sites.

C.13.2 The contractor shall be responsible and provide all ICLS team vehicles.

#### C.14 Disposal of Material.

C.14.1 Material requiring disposal shall be disposed of through the local (Fort Lewis/DCMC) Property Disposal Office. The contractor shall dispose of any parts treated with or containing Hexavalent Chromium or Cadmium IAW their Hazardous Material Plan in CDRL A001.

C.15 Period of Performance. The period of performance for this scope of work begins at the award of this contract and continues in full month intervals. The period of performance is two (2) years. The period of performance may be extended in full month intervals by mutual agreement until such time as the final IAV logistic support solution has been implemented.

C.16 Transition. The contractor shall work with the government in developing a transition plan to the 1st and 2nd BCTs from ICLS to the final approved IAV support concept. This plan will include schedules for transition of supply support and maintenance activities. This plan will account for the disposition of all assets acquired to support the ICLS. The transition plan will be prepared in contractor format. The contractor shall deliver draft and final versions of the agreed upon transition plan to the government IAW CDRL A007.

C.16.1. Remaining inventory is defined as inventory that was acquired by the contractor for use under this contract, or on order, at the time the contract ended. This includes any returned unserviceable on hand or unserviceables under repair at other vendors or

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

items procured to facilitate their repair. The ending inventory list will be reviewed by the Government/contractor to determine the current status of the inventory listed. The contractors Government Property Administrator (GPA) will certify the remaining inventory. This certification will be submitted within 30 days of contract expiration under CDRL A008

C.16.1.1. If any item in the inventory is determined to be obsolete due to a government directed vehicle configuration change, but is still a valid item for the contractors other production business, the contractor will take ownership and the costs (all procurement costs) will be deducted from this contract.

C.16.1.2. If any item in the inventory is determined to be obsolete due to a government directed vehicle configuration change, but is no longer in the contractors production business, the government will take possession. No later than 60 days after this determination is made, the Government will provide the contractor with disposition instructions.

C.16.1.3. If any item in the inventory is determined to be obsolete due to a contractor directed vehicle configuration change, the contractor will take ownership and the costs (all procurement costs) will be deducted from this contract. Contractor changes include those required to comply with the vehicle performance specifications and changes required to correct non conformance with the vehicle performance specifications.

C.16.1.4. If any item in the inventory is determined to be current on any of the IAV configurations and free of hexavalent chromium/cadmium excluding specifically allowed usages, the government will take possession of the inventory. No later than 60 days after contract completion, the Government will provide the contractor with disposition instructions.

C.16.2. Reserved

C.16.3. Throughout the life of this contract the contractor shall manage the inventory so as to minimize the amount of unused inventory.

\*\*\* END OF NARRATIVE C 003 \*\*\*

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

Page 17 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4003 (TACOM)	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE DEFENSE TRANSPORTATION SYSTEM (DTS) FROM OCONUS CONTRACTOR FACILITIES (F.O.B. ORIGIN)	MAR/2002

(a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).

(b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

D-2	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	SEP/2001
-----	------------------------	--	----------

All non-manufactured coniferous wood used in packaging, packing, palletization/unitization, skids, or internal blocking/bracing shall be constructed from Heat Treated (HT) [so that the core temperature of each piece of treated wood will reach 56 degrees Centigrade for 30 minutes(56/30)] material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides. Since Non-Manufactured Wood Packing(NMWP) made entirely of hardwoods are exempt from the EU emergency measure, no marking of this material is required. The National Wooden Pallet and Container Association (NWPCA), the largest organization of wooden packaging professionals in North America, is developing an optional mark for "hardwood only" NMWP. When a mixture of coniferous and non-coniferous wood packing is used in a box or pallet, the complete assembly shall be heat treated.

[End of Clause]

## D.3 Preservation and Packaging

D.3.1 The Contractor generated data submittals shall be preserved and packed sufficient to ensure safe delivery at the point of delivery. The Contractor is encouraged to deliver data in electronic format to expedite delivery and minimize costs. The Contractor shall notify the Government of its intent to deliver a data item in electronic format to ensure Government can use and access Contractor's proposed software format. Unless otherwise specified, all data deliverables shall be in English.

D.3.2 Requirements for preservation and packaging will be maintained for all items procured during the IAV ICLS Period of Performance (paragraph C.15). Military supplies are shipped by various modes of transportation worldwide and will encounter a variety of conditions requiring a sufficient, economical, packaging requirement. Requirements for level of protection were developed to protect items under such diverse conditions.

D.3.3 During the IAV ICLS Period of Performance, procurable items shall be preserved and packaged to provide exceptional physical and mechanical protection, provide multiple handling, shipment by any mode, storage periods of less than 1 year in enclosed environmentally controlled facilities and suitable for redistribution without additional repackaging. Each shipping unit container must meet the performance level requirements in accordance with ASTM D 4169 "Standard Practice for Performance Testing of Shipping Containers and Systems", Acceptance Criteria 1, Assurance Level II, and Distribution Cycle 1. Requirements outlined within ASTM D 4169 under Section 5 "Test Specimen" and Section 6 "Conditioning" is exempt from this level of effort. The shipping container shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. Procurable items exempted from these requirements are identified within Paragraph D.3.4.

D.3.4 Repairable items requiring reusable containers, items requiring special handling or condemnation procedures, items containing hazardous material, items assigned a shelf life and electrostatic discharge sensitive items shall be preserved and packaged in accordance with applicable Special Packaging Instructions (SPI), MIL-STD-2073-1D packaging coded requirements or current military/federal packaging specifications.

D.3.5 The Contractor shall provide unit pack weight and unit pack cube plus unit pack dimensions for all items procured under this contract and prepared for shipment. The unit pack weight, unit pack cube and unit pack dimensional data shall be submitted to the Government, (CDRL A009) by electronic means in ASCII text format IAW DI-ALSS-81529, no later than 60 days after contract award and monthly thereafter. Unless otherwise specified, unit pack weight, unit pack cube and unit pack dimensional data shall be in English.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-C-B001 <b>MOD/AMD</b>	<b>Page 18 of 40</b>
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP L.L.C.		

D.4 Marking

D.4.1 All hard copy or electronic formatted data referenced in Paragraph D.3.1 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor.

D.4.2 All containers referenced in paragraph D.3.3 and D.3.4 shall be marked in accordance with MIL-STD-129 and AIM BC 1. All markings shall be legible, clearly and visibly identified, and applied with waterproof black ink or laminated, self-adhesive labels.

D.5 Deployment Requirements

D.5.1 Any damage that occurs to any component or subassembly during departure from the Contractor's facility until final acceptance shall be repaired and replaced by the Contractor at no cost to the Government. The Contractor shall be liable for payment of any damage to component or subassembly caused by the failure to load, block, and brace individual item into container in accordance with acceptable standards set forth herein.

D.5.2 Shipments by Rail when applicable, carload of components or subassemblies by rail shall be loaded, blocked and braced in accordance with the Association of American Railroads or applicable NATO Document by the Contractor. Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

D.5.3 Shipments by Truck when applicable, Contractor shall load, block, and brace the components or subassemblies onto a designated carrier in accordance with standard commercial freight (truck) practice.

D.5.4 Shipment by Air when applicable, Contractor shall load, block, and brace the components or subassemblies onto a designated C-130 transport or commercial air cargo freight carrier in accordance with the International Air Transport Association. Contractor is encouraged to use warehouse pallets placed upon a 463L platform with cargo nets but not to exceed six (6) feet in height nor exceed a weight of 7200 LBS.

D.5.5 Shipment by Surface Vessel when applicable, Contractor shall load, block, and brace the component or subassembly into designated 20-40 foot SEAVAN container in accordance with the International Maritime Organization.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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

Page 19 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	APR/1984
E-2	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

E-3 Inspection Point - Destination

E-4 Acceptance Point - Destination

E-5 PARTS QUALITY - The contractor shall ensure that spare/repair parts furnished under this contract are of a quality equivalent to that supplied in like parts furnished under the IAV Production Contract. The Government may, at its discretion, direct the contractor to perform inspections/tests when deemed necessary to assure that supplies are acceptable for their intended use.

E-6 CERTIFICATE OF CONFORMANCE - The contractor shall submit to the government at destination one certificate of conformance that specifies that all material/components provided under C.16 are the same as used for production vehicles or can be substantiated to meet, by inspection/test documentation, to be equivalent to that supplied for IAV production.

\*\*\* END OF NARRATIVE E 001 \*\*\*

**CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 20 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.227-4002 (TACOM)	DATA (SOFTWARE)	APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander  
US Army Tank-automotive and Armaments Command  
ATTN: (See DD Form 1423, Block 14)  
Warren, MI 48397-5000

\*\*\*

F-7 Period of Performance. The period of performance for this scope of work begins at the award of this contract and continues in full month intervals. The period of performance is two (2) years. The period of performance may be extended in full month intervals by mutual agreement until such time as the final IAV logistic support solution has been implemented.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ <u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB <u>ORDER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	X11GX159X1	AA	1	21	12033000015R5R07P31107131E9 S20113	1GXP15	W56HZV \$	7,000,000.00
	311071							
0001AB	X11GX159X1	AA	1	21	12033000015R5R07P31107131E9 S20113	1GXP15	W56HZV \$	13,000,000.00
	311071							
0001AC	X11GX159X1	AA	1	21	12033000015R5R07P31107131E9 S20113	1GXP15	W56HZV \$	
	311071							
TOTAL								\$ 20,000,000.00

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	21 12033000015R5R07P31107131E9 S20113	W56HZV	\$ 20,000,000.00
TOTAL				\$ 20,000,000.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mr. Terry Dean, Chief PM BCT Tech Mgmt Div. (586) 753-2015  
Mr. Barry Crawford, Chief PM BCT ILS Div. (586) 753-2055

e-mail: deant@tacom.army.mil  
crawforb@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Mr. Jerry Roy, DCMA, Detroit-Warren (586) 574-8480  
e-mail: jroy@dcmde.dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	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-3	52.232-4005	INVOICE INFORMATION REQUIREMENT	JAN/1988
	(TACOM)		

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 22 of 40****PIIN/SIIN** DAAE07-02-C-B001**MOD/AMD****Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

\*\*\*

G-4 Funding for this contract will be obligated in phases as follows:

- Phase I - 20% of Estimated Cost = Initial Obligation
- Phase II - 20% of Estimated Cost = Upon Receipt of Qualified Proposal
- Phase III - 25% of Definitized Cost, excluding Contract Adjustments = Jan 03 or sooner
- Phase IV - Balance of Definitized Cost, excluding Contract Adjustments = June 03

\*\*\* END OF NARRATIVE G 001 \*\*\*

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

Page 23 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-6	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-8	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-9	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-10	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-11	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.235-7003	FREQUENCY AUTHORIZATION (ALT I)	DEC/1991
H-14	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-15	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-16	252.246-7001	WARRANTY OF DATA	DEC/1991
H-17	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,000,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$20,000,000 dollars.  
(End of clause)

H-18	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	MAR/1998
------	--------------	---	----------

NOTE: THE REQUIREMENTS OF THIS CLAUSE APPLY TO ALL ITEMS ASSIGNED TO THE FEDERAL SUPPLY GROUPS (FSG) LISTED IN DFAR 252.225.7007. THE ITEMS WHICH ARE PROJECTED TO BE PURCHASED IN SUPPORT OF THIS CONTRACT, ARE ASSIGNED, OR PROJECTED TO BE ASSIGNED, TO THE FSG'S LISTED BELOW, AND FALL UNDER TO PROVISIONS DFAR 252.225.7007. IF THE CONDIFICATION PROCESS FOR ASSIGNING NATIONAL STOCK NUMBERS (NSN) DETERMINES THAT AN ITEM PURCHASED UNDER THIS CONTRACT FALLS UNDER A DIFFERENT FEDERAL SUPPLY GROUP COVERED BY THE PROVISIONS OF DFAR 252.225.7007, BUT NOT LISTED HERE, THE CONTRACTOR MUST STILL ADHERE TO THE PROVISIONS REQUIRED BY THE BUY AMERICAN ACT, AND TRADE AGREEMENTS CLAUSE.

FSG CODE	GROUP DESCRIPTION
25	Vehicle Equipment Components
26	Tires and Tubes
29	Engine Accessories
30	Mechanical Power Transmission Equipment
40	Rope, Cable, Chain and Fittings
41	Refrigeration and Airconditioning Equipment
42	Fire Fighting, Rescue and Safety Equipment
43	Pumps and Compressors
47	Piping, Tubing, Hose and Fittings
48	Valves
53	Hardware and Abrasives
61	Electrical Wire
62	Lighting Fixtures and Lamps
63	Alarm and Signal Systems
69	Training Aids and Devices
99	Miscellaneous

(a) Definitions. As used in this clause-

(1) "Caribbean Basin country" means-

Antigua and Barbuda	Aruba	Dominican Republic	Montserrat
Bahamas		El Salvador	Netherlands Antilles

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

Page 24 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

Barbados	Grenada	Nicaragua
Belize	Guatemala	Panama
British Virgin Islands	Guyana	St. Kitts-Nevis
Costa Rica	Haiti	St. Lucia
Dominica	Honduras	St. Vincent and the Grenadines
	Jamaica	Trinidad and Tobago

(2) "Caribbean Basin country end product"-

(i) Means an article that-

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of-

(A) Textiles and apparel articles that are subject to textile agreements;

(B) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(C) Tuna, prepared or preserved in any manner in airtight containers; and

(D) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which Harmonized Tariff Schedule column 2 rates of duty apply.

(3) "Components" means those articles, materials, and supplies directly incorporated into end products.

(4) "Designated country" means-

Aruba	Germany	Niger
Austria	Greece	Norway
Bangladesh	Guinea	Portugal
Belgium	Guinea-Bissau	Republic of Korea
Benin	Haiti	Rwanda
Bhutan	Hong Kong	Sao Tome and Principe
Botswana	Ireland	Sierra Leone
Burkina Faso	Israel	Singapore
Burundi	Italy	Somalia
Canada	Japan	Spain
Cape Verde	Kiribati	Sweden
Central African Republic	Lesotho	Switzerland
Chad	Liechtenstein	Tanzania U.R.
Comoros	Luxembourg	Togo
Denmark	Malawi	Tuvalu
Djibouti	Maldives	Uganda
Equatorial Guinea	Mali	United Kingdom
Finland	Mozambique	Vanuatu
France	Nepal	Western Samoa
Gambia	Netherlands	Yemen

(5) "Designated country end product" means an article that-

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

(i) Is wholly the growth, product, or manufacture of the designated country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(6) "Domestic end product" means-

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certification may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind-

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(7) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(8) "NAFTA country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(9) "Nondesignated country end product" means any end product that is not a U.S. made end product or a designated country end product.

(10) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

(11) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(12) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.

(13) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced or manufactured in the United States exceeds 50 percent of the cost of all its components.

(14) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(15) "U.S. made end product" means an article that-



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

Page 27 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

[End of Clause]

H-20            52.204-4005            REQUIRED USE OF ELECTRONIC COMMERCE            MAY/2000  
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (810) 574-7059.

[End of Clause]

H-21            52.216-4008            STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS            JUN/1989  
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-22            52.246-4026            LOCAL ADDRESSES FOR DD FORM 250            MAR/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-C-B001 <b>MOD/AMD</b>	<b>Page 28 of 40</b>
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP L.L.C.		

addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

**H.23 REQUIREMENT FOR SUBCONTRACTING WITH SMALL BUSINESSES**

H.23.1 The contractor is required to utilize Small Businesses for not less than 20% of the dollar value of this contract that remains after deducting other direct costs, fees, and contingencies from the total estimated contract amount, to include any modifications.

H.23.2 The contractor's subcontracting plan will be incorporated by reference.

H.23.3 The contractor shall provide a summary of his subcontracted effort to small businesses as required by CDRL A011. The contractor shall provide this summary on a quarterly basis.

H.23.3.1. The contractor will include in this report all awards made to 2nd and 3rd tier small business subcontractors. Dollars reported as Small Business awards will only be counted once.

H.23.3.2. The contractor will include all awards made to small businesses (inaccordance with NAIC coding 336992; 1,000 employees) in Canada and the United States.

\*\*\* END OF NARRATIVE H 002 \*\*\*

**H.24 GOVERNMENT FURNISHED PROPERTY**

H.24.1 The Government shall provide a facility at Auburn, Washington for contractor use. The facility will consist of approximately 90,000 square feet. These facilities include offices, racking, secure storage areas (inside and outside of the warehouse).

H.24.2. The Contractor shall notify the Government at least 120 days in advance of a requirement for additional space. The contractor shall provide the Government at least six months notice if they decide to vacate property.

\*\*\* END OF NARRATIVE H 003 \*\*\*

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

## SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	MAY/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-23	52.216-8	FIXED FEE	MAR/1997
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-26	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2002
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-33	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-34	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-38	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-39	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-40	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-41	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-43	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-44	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-45	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-46	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-47	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-48	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-49	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 30 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	52.232-1	PAYMENTS	APR/1984
I-51	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-52	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-53	52.232-11	EXTRAS	APR/1984
I-54	52.232-17	INTEREST	JUN/1996
I-55	52.232-20	LIMITATION OF COST	APR/1984
I-56	52.232-22	LIMITATION OF FUNDS	APR/1984
I-57	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-58	52.232-25	PROMPT PAYMENT	FEB/2002
I-59	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-60	52.233-1	DISPUTES	DEC/1998
I-61	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-62	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-63	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-64	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-65	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-66	52.242-13	BANKRUPTCY	JUL/1995
I-67	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II (APR 1984))	AUG/1987
I-68	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-69	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-70	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-71	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-72	52.245-1	PROPERTY RECORDS	APR/1984
I-73	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-74	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-75	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-76	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-77	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-78	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-79	52.248-1	VALUE ENGINEERING	FEB/2000
I-80	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-81	52.249-14	EXCUSABLE DELAYS	APR/1984
I-82	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-83	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-84	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-85	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	AUG/1999
I-86	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-87	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-88	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	AUG/2000
I-89	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-90	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-91	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-92	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-93	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-94	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-95	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-96	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-97	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-98	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-99	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-100	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-101	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-102	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-103	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995

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

Page 31 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-104	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-105	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-106	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-107	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-108	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-109	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-110	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-111	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-112	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

## (A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to

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

Page 32 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: E-mail, Microsoft Office Compatible.

[End of Clause]

I-113            52.216-23            EXECUTION AND COMMENCEMENT OF WORK            APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 13 May 02. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

I-114            52.222-2            PAYMENT FOR OVERTIME PREMIUMS            JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 25% of the total estimated labor cost or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-115            52.229-8            TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS            MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of various nations, or from which the Contractor or any subcontractor under this contract is exempt under the laws of various nations, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 33 of 40</b>
	PIIN/SIIN DAAE07-02-C-B001 MOD/AMD	

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

I-116                    252.217-7027                    CONTRACT DEFINITIZATION                    OCT/1998

(a) A Cost Plus Fixed Fee contract is contemplated. The Contractor agrees to submit a proposal for this contract and to promptly begin negotiating with the Contracting Officer the terms of a definitive contract which 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.

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

Target Date for Definitization:	August 28, 2002
Submission of Qualifying Proposal:	June 28, 2002
Beginning of Negotiations:	May 14, 2002
Submission of Preliminary Subcontracting Plan:	April 30, 2002
Submission of Final Subcontracting Plan:	June 28, 2002

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

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

- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

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

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost plus fixed fee which shall in no event exceed \$88,628,000.00.

[End of Clause]

I-117                    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 Government's liability, as stated in this contract.

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

Page 34 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

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

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

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

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

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

(ii) Direct labor;

(iii) Direct travel;

(iv) Other direct in-house costs; and

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

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

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

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

(End of clause)

I-118

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-119

52.228-3

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)

APR/1984

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

I-120

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS

DEC/2001

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 35 of 40</b>
	PIIN/SIIN DAAE07-02-C-B001 MOD/AMD	

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

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-121            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-122            252.204-7004            REQUIRED CENTRAL CONTRACTOR REGISTRATION            MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 36 of 40</b>
	PIIN/SIIN DAAE07-02-C-B001 MOD/AMD	

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

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-123            252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA            NOV/1995

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

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

Page 37 of 40

PIIN/SIIN DAAE07-02-C-B001

MOD/AMD

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

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor

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

as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

[End of Clause]

I-124            252.247-7024            NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA            MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-125            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

---

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 39 of 40****PIIN/SIIN** DAAE07-02-C-B001**MOD/AMD**

---

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

---

[End of Clause]

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 40 of 40**

**PIIN/SIIN** DAAE07-02-C-B001

**MOD/AMD**

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

SECTION J - 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>
Attachment 001	CONTRACTOR SUPPORT IN THE THEATER OF OPERATIONS		026	EMAIL