

Ms. Susan Jagoda  
Manager, Contracts  
GM GDLS LLC, Joint Venture  
14920 Twenty Three Mile Road  
Shelby Township, MI 48315

Dear Ms. Jagoda:

This letter constitutes contract DAAE07-02-C-B002 on the terms set forth herein and signifies the intention of the U.S. Army Tank-Automotive and Armaments Command to execute a definitive Firm Fixed Price contract with you for the delivery of two (2) sets of supplies listed in Exhibit A, entitled Strategic Configured Sustainment Support Package. Supplies listed in Exhibit A will not exceed \$7,000,000.00. All items contained in subject contract are best commercial packaging, IAW ASTM D 3951 "Standard Practice for Commercial Packaging" and are FOB Destination, Auburn, WA.

Your draft sub-contracting plan which demonstrates a 20% small business participation goal of the total dollar value, is hereby incorporated into the contract by reference. You are directed to proceed immediately to commence performance of the work. You are to pursue such work with all diligence to the end that the supplies may be delivered within the time specified in the contract.

In accordance with the clause entitled Contract Definitization, you shall submit a proposal to the Government for the articles covered by Exhibit A in this contract. Your proposal shall be supported by cost or pricing data, and any other information specified herein. A Certificate of Current Cost or Pricing Data (FAR 15.406-2(a)) shall be submitted upon agreement of contract price.

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-B002 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 28
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**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-B002 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
0001AA	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>20 DAY CONTINGENCY FORCE SPARES IAW EXHBT A</u></p> <p>NOUN: CONTINGENCY FORCE SPARE PARTS                      SECURITY CLASS: Unclassified                      CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      PRON: X12GXD20X1 PRON AMD: 01 ACRN: AA                      AMS CD: 12201100000</p> <p>20 DAY DEPLOYMENT SUPPORT PACKAGE ONE BRIGADE                      IAV BASELINE, ICV, MC, CV, RV, ESV, FSV, ATGM, MEV                      BRIGADE SIZE. IAW Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>                      <u>QUANTITY</u>                      <u>DATE</u></td> <td></td> </tr> <tr> <td>001                                      0                                      30-SEP-2002 (E)</td> <td></td> </tr> </table> <p>\$ 1,750,000.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001                                      0                                      30-SEP-2002 (E)			LO		\$ 1,750,000.00
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
001                                      0                                      30-SEP-2002 (E)											
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DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
001                                      0                                      30-SEP-2002 (E)											

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004  A001	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>CONTRACT DATA REQUIREMENTS LISTS</u></p> <p>SECURITY CLASS: Unclassified RESERVED</p> <p>(End of narrative B001)</p>				
A002	<p><u>Packaging and Marking</u></p> <p>DATA ITEM</p> <p>SECURITY CLASS: Unclassified RESERVED</p> <p>(End of narrative B001)</p>	1	EA	\$ ** NSP **	\$ ** NSP **
	<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 01-JUN-2002</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>				
A003	<p><u>HARARDOUS MATERIALS MANAGEMENT REPORT</u></p> <p>SECURITY CLASS: Unclassified</p>	1	EA	\$ ** NSP **	\$ ** NSP **
	<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</p>				



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**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
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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
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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 52.216-4009 (TACOM)	DISCREPANCIES IN ORDERED-ITEM DESCRIPTIONS	JUL/1985
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In the event a contract line item in an order placed under this Basic Ordering Agreement does not identify the correct part number, drawing number, drawing revision, or specification; or if the identification of such ordered part(s) is inconsistent; or if the contract line item as identified represents an obsolete part or model, or otherwise does not represent the latest baseline configuration for that item, the Contractor shall: (i) notify the Contracting Officer of the discrepancy, and (ii) furnish correcting information to the Contracting Officer, for evaluation and necessary action, prior to acceptance of that order.

[End of Clause]

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C.5. HAZARDOUS MATERIALS: The contractor shall not deliver cadmium, hexavalent chromium, or other highly toxic or carcinogenic materials, parts or components without 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 that will produce toxic effects via the respiratory tract, eye, skin, or mouth. Moderately toxic materials may be used provided 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.

C.5.1 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.5.2. Hazardous Materials Management Report. The contractor shall submit a Hazardous Material Management Report IAW CDRL A003 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.5.3. The following exceptions are incorporated for the Paint/pre-treatment 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.5.4. 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 using or 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 001 \*\*\*

C.6. Deployment Support Packages (DSP)

The contractor shall assemble and deliver a DSP in accordance with Exhibit A, consisting of a 20 day package of parts for the deployment for Brigade size elements without re-supply capability. Parts contained in the DSP are limited to mission critical items, and associated hardware, designed to support field level maintenance. The contractor shall provide all parts for field level maintenance of the following GFE: M13A1, GPFU, AN/VDR-2 mount, and VIS/VIC3.

C.6.1. DSP updates. As additional DSP items are identified, these items may be incorporated into Exhibit A by bilateral contract modifications.

C.6.2. Packing

Deployment Support Packages will not be stored as assembled sets. Parts will be coded as reserved for Deployment Support Packages (DSP) to ensure ability to assemble complete DSP's within short notice (48 hours). Upon instructions from the Government the DSP's will go onto standard warehouse pallets, and then placed on a 463L platform (96" x 88" not to exceed 6 ft high or 7,200 lbs) or as otherwise directed.

C.6.3. 20 Day Deployment Support Package

C.6.3.1 20 Day Deployment Support Package for IAV Baseline, and unique items for: ICV, MC, CV, RV, ESV, FSV, ATGM, MEV. The contractor shall develop, have ready to assemble, and deliver a 20 day DSP of parts for Brigade size elements without re-supply capability.

C.6.3.2. The package shall consist of range and quantity of items required to support field level maintenance for all configurations

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listed in C.6.3.1. above based on existing provisioning data at the time of contract award.

C.7 Warranties

C.7.1 Pass-Through Warranties. The contractor shall pass through all applicable warranties offered from their subcontractors and vendors associated with the IAV vehicles and or spare/repair parts. The contractor shall provide a list of warranted parts and assemblies unique to this contract per CDRL A002. 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.

\*\*\* END OF NARRATIVE C 004 \*\*\*

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## 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
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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 and assembled into the prescribed flyaway package. 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 In accordance with ASTM D 3951 "Standard Practise for Commercial Packaging", all 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 one (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" are 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 destinations 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.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.

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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 Loading, Blocking, and Bracing

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 in accordance with acceptable standards set forth herein.

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

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.211-4069 (TACOM)	WELDING INSPECTION REQUIREMENTS	MAR/2001

(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

(1) current or previous certification as an AWS Certified Welding Inspector; or

(2) current or previous certification by the Canadian Welding Bureau (CWB); or

(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command  
ATTN: AMSTA-TR-E/Materials  
Warren, MI 48397-5000

[End of Clause]

E-4	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	NOV/1982
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The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

(a) DEFINITIONS:(1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.(2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.(3) DELIVERY is defined as follows:(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(b) The Government's proposed delivery schedule is:

<u>CLIN</u>	<u>DAYS</u>	<u>QUANTITY</u>
SEE SECTION B		

(c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by -N/A days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.

(d) You can accelerate delivery: At no additional cost to the Government.

(e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

[End of Clause]

F-7	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

     ZERO percent increase; and     ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-8	52.242-4009 (TACOM)	ACCELERATED DELIVERY--NOTICE OF SHIPMENT	FEB/1998
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(a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:

-- You accelerate delivery, and

-- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.

(b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

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**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>OBLIGATED</u>
							<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	X12GXD20X1		AA	1	21 22020000025R5R07P1220112571 S20113		2GXD20	W56HZV \$	1,750,000.00
	12201100000								
0001AB	X12GXD20X1		AA	1	21 22020000025R5R07P1220112571 S20113		2GXD20	W56HZV \$	1,750,000.00
	12201100000								
							TOTAL	\$	3,500,000.00

<u>SERVICE</u>	<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>
				<u>STATION</u>	<u>AMOUNT</u>
Army		AA	21 22020000025R5R07P1220112571 S20113	W56HZV	\$ 3,500,000.00
				TOTAL	\$ 3,500,000.00

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

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**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	52.232-16	PROGRESS PAYMENTS	FEB/2002
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-4	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-5	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-6	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-10	252.246-7001	WARRANTY OF DATA	DEC/1991
H-11	52.232-16	PROGRESS PAYMENTS (Alternate II, dated March 2000)	FEB/2002

FAR 52.232-16 is incorporated by reference. The amount of unliquidated progress payments shall not exceed 20% .

[End of Clause]

H-12	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	MAR/1998
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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	Vehiclular 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
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

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(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-

(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.

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(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-

(i) Is wholly the growth, product, or manufacture of the United States; 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 the United States 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.

(b) Unless otherwise specified, the Trade Agreements Act of 1979 (19 U.S.C. 2501 et seq.), the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note), and the Caribbean Basin Initiative apply to all items in the Schedule.



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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://aais.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-15 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 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](mailto: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://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.17 RESERVED

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 20 of 28****PIIN/SIIN** DAAE07-02-C-B002**MOD/AMD****Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

\*\*\* END OF NARRATIVE H 001 \*\*\*

REQUIREMENT FOR SUBCONTRACTING WITH SMALL BUSINESSES

H.18.1 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.18.2 The contractor's subcontracting plan will be incorporated by reference.

H.18.3 The contractor shall provide a summary of his subcontracted effort to small businesses as required by CDRL A004. The contractor shall provide this summary on a quarterly basis.

H.18.3.1. 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.18.3.2. The contractor will include all awards made to small businesses (in accordance with NAIC coding 336992; 1,000 employees) in Canada and the United States.

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

## CONTINUATION SHEET

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

## SECTION I - CONTRACT CLAUSES

	<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	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-22	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
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	APR/2002
I-33	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-36	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-37	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-39	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-40	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-43	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-44	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-45	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-46	52.232-1	PAYMENTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-48	52.232-11	EXTRAS	APR/1984
I-49	52.232-17	INTEREST	JUN/1996
I-50	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-51	52.232-25	PROMPT PAYMENT	FEB/2002
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-53	52.233-1	DISPUTES	DEC/1998
I-54	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-55	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-56	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-57	52.242-13	BANKRUPTCY	JUL/1995
I-58	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-59	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-60	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-61	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-62	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-63	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-64	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-65	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-66	52.248-1	VALUE ENGINEERING	FEB/2000
I-67	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-68	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-69	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-70	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-71	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-72	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-73	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-74	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	AUG/2000
I-75	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-76	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-77	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-78	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-79	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-80	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-81	252.225-7024	RESTRICTION ON ACQUISITION OF NIGHT VISION IMAGE INTENSIFIER TUBES AND DEVICES	DEC/1991
I-82	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-83	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-84	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-85	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-86	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-87	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-88	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-89	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-90	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-91	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	OCT/1988
I-92	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-93	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-94	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-95	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-96	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-97	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-98	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-99	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 27 June 02. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

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MOD/AMD

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

I-100 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 \$3,500,000.00 dollars prior to definitization.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$3,500,000.00 dollars prior to definitization.

(End of clause)

I-101 252.217-7027 CONTRACT DEFINITIZATION OCT/1998

(a) A Firm Fixed Price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a certified proposal and cost or pricing data supporting its proposal.

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

Target Date for Definitization:	31 July 2002
Submission of Proposal:	26 June 2002
Beginning of Negotiations:	27 June 2002
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	19 July 2002 (Final)
Submission of Cost and Pricing Data:	27 June 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 Firm Fixed Price contract in no event to exceed \$7,000,000.00.

[End of Clause]

I-102 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.

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(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-103            52.244-6            SUBCONTRACTS FOR COMMERCIAL ITEMS            MAY/2002

(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.

(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 (APR 2002)(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-104            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]

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I-105 252.204-7004 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)

(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-106 252.247-7023 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.

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(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.

(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

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(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
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor 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-107	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(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.

[End of Clause]

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## 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>
Exhibit A	STRATEGIC CONFIGURED SUSTAINMENT SUPPORT PACKAGE	25-JUN-2002	009	EMAIL
Exhibit B	CONTRACT DATA REQUIREMENTS LIST	25-JUN-2002	002	EMAIL