ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO.	2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMMDD)	4. REQUISITION/PURCH REQUEST NO.	5. PRIORITY
DAAE07-00-D-M051	0010	2002MAR23	SEE SCHEDULE	DOA4

6. ISSUED BY CODE W56HZV
TACOM
SFAE-GCS-W-BCTP
JOE CLAYTON (586)753-2084
WARREN, MICHIGAN 48397-5000
EMAIL: CLAYTONJ@TACOM.ARMY.MIL
HTTP://CONTRACTING.TACOM.ARMY.MIL

7. ADMINISTERED BY (If other than 6) CODE S2305A
DCMA DETROIT
U.S. ARMY TANK & AUTOMOTIVE COMMAND
(TACOM)
ATTN: DCMAE-GJD
WARREN, MI 48397-5000
A NONE SC1012

8. DELIVERY FOB
☐ DESTINATION
☒ OTHER (See Schedule if other)

9. CONTRACTOR CODE 1NLE2 FACILITY
NAME AND ADDRESS
GM GDLS DEFENSE GROUP L.L.C.
14920 TWENTY-THREE MILE ROAD
SHELBY TOWNSHIP, MI 48315
TYPE BUSINESS: Large Business Performing in U.S.

10. DELIVER TO FOB POINT BY (Date) (YYYYMMMDD)
SEE SCHEDULE

11. X IF BUSINESS IS
☐ SMALL
☐ SMALL DISADVANTAGED
☐ WOMAN-OWNED

12. DISCOUNT TERMS

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Block 15

14. SHIP TO CODE
SEE SCHEDULE

15. PAYMENT WILL BE MADE BY CODE SC1018
DFAS-COLUMBUS CENTER
NORTH ENTITLEMENT OPERATIONS
P.O. BOX 182266
COLUMBUS OH 43218-2266

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2

16. TYPE OF ORDER

DELIVERY/CALL	X	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.
PURCHASE		Reference your ☐ Oral ☐ Written Quotation _____, Dated _____. _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED (YYYYMMMDD)

☐ If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
SEE SCHEDULE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price Cost-Plus-Award-Fee KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
2002MAR23 SIGNED REPRINT
BY: CONTRACTING/ORDERING OFFICER

25. TOTAL $442,837,884.00
26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN
☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | **c. DATE (YYYYMMMDD)** | **d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE**

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

f. TELEPHONE NUMBER | **g. E-MAIL ADDRESS**

28. SHIP. NO. ☐ PARTIAL ☐ FINAL

29. D.O. VOUCHER NO.

30. INITIALS

31. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.

a. DATE (YYYYMMMDD) | **b. SIGNATURE AND TITLE OF CERTIFYING OFFICER**

35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

SUPPLEMENTAL INFORMATION

THE FOLLOWING MODIFICATIONS HAVE BEEN INCORPORATED

01

SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES

1. Delivery Order 0010 is a bilateral delivery order to Requirements Contract DAAE07-00-D-M051.

2. The purpose of this delivery order is to purchase 242 Interim Armored Vehicles for the Fiscal Year 2002 Ordering Period.

3. Section B of this delivery order reflects:

a. The applicable CLINs with vehicle quantities and the required delivery dates.

b. ELIN 5000 which specified the data items required to be delivered.

c. CLIN 9001AA which includes the undefinitized configuration changes.

4. The vehicles are priced in accordance with Section H.3.4, Table 2, of the Fiscal Year 2002 Ordering Period of the requirements contract.

5. The following changes are included at Not to Exceed (NTE) prices, because the configuration changes applicable to the Fiscal Year 2002 vehicles are not yet definitized.

a. Command, Control, Communication Surveillance, and Reconnaissance(C4ISR) — NTE: $1,411,788.00 Obligated: $ 352,947.00

This NTE is for the hardware and labor costs associated with the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) Version 1.1 to implement System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3). This NTE applies to the following vehicles: 13 MEV, 34 MC and 51 RV.

b. Revised Load Lists for the RV, ATGM and ESV — NTE: $ 225,500.00 Obligated: $ 56,375.00

Load list changes for the RV,ATGM, ESV, MEV, MC and FSV incorporated by Modifications 08, 12 and 13 to Delivery Order 0001 are hereby incorporated into this delivery order. This NTE is for the hardware and labor costs associated with changes to the RV, ATGM, and ESV Load Lists. The MEV, MC and FSV revisions are incorporated at no additional cost . This NTE applies to the following vehicles: 51 RV, 36 ATGM, and 10 ESV.

c. Revised Load List for the ICV — NTE: $ 76,540.00 Obligated: $ 19,135.00

This NTE is for the hardware and labor costs associated with changes to the ICV Load List incorporated into Delivery Order 0001 by Modification 08. This NTE applies to the following vehicles: 86 ICV.

d. Litter Lift for the MEV — NTE: $ 994,500.00 Obligated: $ 248,625.00

This NTE is for the hardware and labor costs associated with equitable adjustment for the difference between a fully compliant design (as a baseline for calculating any delta) and the mechanized litter lift system with performance enhancements above the contractual baseline. This NTE applies to the following vehicles: 13 MEV.

e. Javelin — NTE: $ 170,710.00 Obligated: $ 42,678.00

This NTE is for the hardware and labor costs associated with moving the two (2) Javelin missiles and two (2) AT4s from the exterior to within the interior of the ICV. This NTE applies to the following vehicles: 86 ICV.

f. M88 Chemical Detector NTE: $ 4,380,200.00
Obligated: $ 1,095,050.00

This NTE is for the hardware and labor costs associated with the integration of the M88 Chemical Detector into the IAV, provide mounting, vehicle power, FBCB2 integration, vehicle power remote alarm and a vapor transfer system. This NTE applies to the following vehicles: 86 ICV, 34 MC, 36 ATGM, 51 RV, 12 FSV, 10 ESV and 13 MEV.

g. Attendant Seat for the MEV NTE: $ 29,900.00
Obligated: $ 7,475.00

This NTE is for the hardware and labor costs associated with the integration of the Attendant Seat. This NTE applies to the following vehicles: 13 MEV.

h. ESV Through Connector NTE: $ 18,510.00
Obligated: $ 9,255.00

This NTE is for the hardware and labor costs to add a through connector with interior harness to the ESV to facilitate control of the trailer mounted munitions from inside the ESV. This NTE applies to following vehicles: 10 ESV.

6. The following four (4) actions include downward adjustments applicable to the Fiscal Year 2002 vehicles whose prices are not yet finalized.

a. Downward Adjustment-Cuppola for the RV

This is a downward adjustment for the hardware and labor costs associated with the changes in the sensor suite for the RV, including but not limited to the deletion of the Remote Weapon Station (RWS).

b. Downward Adjustment-Cuppola for the FSV

This is a downward adjustment for the hardware and labor costs associated with the changes in the sensor suite for the FSV, including but not limited to the deletion of the Remote Weapon Station (RWS).

c. Downward Adjustment-Mine Detection Equipment for the ESV.

This is a Downward Adjustment for the deletion of the Mine Detection Equipment for the ESV.

d. Downward Adjustment-GFE

The changes to the GFM/E List included in Modification P00014 to the requirements contract are incorporated into this delivery order and will be definitized as a net downward adjustment under a future modification to this delivery order. In the event that the Government orders more than 303 vehicles under this delivery order the contractor may be entitled to an equitable adjustment.

7. Attachment 1 to this Delivery Order 10 is the consolidated delivery schedule for the Fiscal Year 2002 deliveries as of 28 Feb 2002.

8. The following clauses apply to the undefinitized changes provided in paragraphs 5 and 6 of this delivery order:

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

9. The Limitation of Government Liability clause listed in paragraph 8. is currently 25% of the estimated ceiling price applicable to the undefinitized actions listed in paragraphs 5.a. through 5.g. Upon receipt of qualifying proposals for these undefinitized actions, this amount will be increased to 50%. The contractor is authorized to provide individual proposals for each of the changes in paragraphs 5.a. through 5.g. As proposals are received for the individual changes, the Limitation of Government Liability and the obligated amount will be increased to 50% of the individual ceiling price (NTE) provided in paragraphs 5.a. through 5.g. above. The contractor has submitted a qualifying proposal for paragrah 5.h. Therefore, the Limitation of Government Liability for 5.h. is 50% of the NTE.

11.The total amount obligated as a result of this action is as follows:

Vehicle Prices	$379,414,616
Undefinitized Changes	$ 1,831,540
Total Amount Obligated	$381,246,156

12. In the event that the Interim Contractor Logistics Support (ICLS) contract is awarded, the Warranty and associated contract provisions shall be revised and the vehicle prices will be adjusted downward by mutual agreement of the parties.

13. Except as specifically stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 002 ***

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES

1. This Modification 01 to Delivery Order 0010 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement. This modification is being exercised in accordance with Special Provisions H.3.4 of the contract DAAE07-00-D-M051 to include changes to the delivery schedule and maximum monthly quantities.

2. The purpose of this modification is to buy an additional 58 vehicles and incorporate the following configuration changes into the Fiscal Year 2002 vehicles at the Not to Exceed (NTE) prices. The NTEs are addressed in paragraph 6 of this modification.

3. Special Provisions H.3.4, subparagraph 3, specifies "Within 60 calendar days from the order date of the First Delivery Order or Follow-on Delivery Order, quantities for each variant configuration may be increased by any quantity from one up to a total order quantity that equals the maximum Fiscal Year limitation." Additionally, this provision specifies "The Top-Up Order quantities, original order quantities and Follow-On Delivery Order quantities placed during the 60 day period will be combined to determine the applicable recurring vehicle price for use in the formula. If the addition quantities yield a recurring vehicle price lower than that used in the original order price calculation, the original order price will be re-calculated and the Government shall receive a downward adjustment in price as applicable."

4. Under Delivery Order 0010, we placed an order for 242 IAVs for Fiscal Year 2002. In accordance with Section H.3.4 Table 2, the vehicle unit prices in Column I were utilized. This Modification 01 increases the quantity of vehicles ordered from 242 to 300; consequently, Column H unit prices will be utilized for the additional 58 total vehicles and to recalculate the downward adjustment for the original 242 vehicles. The vehicle mix for the top-up consists of: 34 ICV, 6 RV, 2 MC, 14 CV, 2 MEV vehicles.

5 As a result of the 58 additional vehicles, including the downward adjustment for the the existing 242 vehicles, the total vehicle cost is increased by $60,578,219.00.

6. The Government incorporated the following configuration changes into the Fiscal Year 2002 vehicles at the Not to Exceed (NTE) prices. The NTEs are addressed as follows:

a. Command, Control, Communication, Surveillance, and Reconnaissance (C4ISR)

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	$1,411,788.00	$2,616,248.00	$4,028,036.00
Obligated:	$ 352,947.00	$ 654,062.00	$1,007,009.00

This NTE is for the hardware and labor costs associated with changing the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3). This action for NTE applies to the following vehicles: 14 CV, 2 MEV, 2 MC and 6 RV. The total vehicle impact of the NTE applies to the following 122 vehicles: 14 CV, 15 MEV, 36 MC and 57 RV.

b. Revised Load Lists for the RV, CV, ATGM and ESV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	$ 225,500.00	$ 47,240.00	$ 272,740.00
Obligated:	$ 56,375.00	$ 11,810.00	$ 68,185.00

The Load List changes for the RV, CV, ATGM, ESV, MEV, MC and FSV that were incorporated by Modifications 08, 12 and 13 to Delivery Order 0001 are hereby incorporated into this Delivery Order 0010. This NTE is for the hardware and labor costs associated with changes to the RV, CV, ATGM, and ESV Load Lists. The MEV, MC and FSV revisions are incorporated at no additional cost. This action for NTE applies to the following vehicles: 6 RV and 14 CV. The total vehicle impact of the NTE applies to the following 117 vehicles:

consisting of 57 RV, 14 CV, 36 ATGM and 10 ESV.

c. Revised Load List for the ICV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	$ 76,540.00	$ 30,260.00	$ 106,800.00
Obligated:	$ 19,135.00	$ 7,565.00	$ 26,700.00

The Load List changes for the ICV that were incorporated by Modification 08 to Delivery Order 0001 are hereby incorporated into this Delivery Order 0010. This NTE is for the hardware and labor costs associated with changes to the ICV Load List. This action for NTE applies to the following vehicles: 34 ICV. The total vehicle impact of the NTE applies to 120 ICV.

d. Litter Lift for the MEV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	$ 994,500.00	$ 153,000.00	$1,147,500.00
Obligated:	$ 248,625.00	$ 38,250.00	$ 286,875.00

This NTE is for the hardware and labor costs associated with the equitable adjustment for the difference between a fully compliant design (as a baseline for calculating any delta) and the mechanical litter lift system with performance enhancements above the contractual baseline. This action for NTE applies to the following vehicles: 2 MEV. The total vehicle impact of the NTE applies to 15 MEV.

e. Javelin

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	$ 170,710.00	$ 67,490.00	$ 238,200.00
Obligated:	$ 42,678.00	$ 16,873.00	$ 59,550.00

This NTE is for the hardware and labor costs associated with moving the two (2) Javelin and two (2) AT4 missiles from the exterior to within the interior of the ICV. This action for NTE applies to the following vehicles: 34 ICV. The total vehicle impact of the NTE applies to the following vehicles: 120 ICV.

f. M88 Chemical Detector

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	$4,380,200.00	$1,049,800.00	$5,430,000.00
Obligated:	$1,095,050.00	$ 262,450.00	$1,357,500.00

This NTE is for the hardware and labor costs associated with the integration of the M88 Chemical Detector into the IAV, provide mounting, vehicle power, FBCB2 integration, vehicle power remote alarm and a vapor transfer system. This action for NTE applies to the following vehicles: 34 ICV, 6 RV, 14 CV, 2 MEV, and 2 MC. The total vehicle impact of the NTE applies to the following 300 vehicles: 120 ICV, 57 RV, 14 CV, 36 ATGM, 10 ESV, 15 MEV, 36 MC, and 14 FSV.

g. Attendant Seat for the MEV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	$ 29,900.00	$ 4,600.00	$ 34,500.00
Obligated:	$ 7,475.00	$ 1,150.00	$ 8,625.00

This NTE is for the hardware and labor costs associated with the integration of the Attendant Seat into the MEV. This action for NTE applies to the following vehicles: 2 MEV. The total vehicle impact of the NTE applies to the following vehicles: 15 MEV.

h. ESV Through Hull Connector

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	$ 18,510.00	$ 00.00	$ 18,510.00
Obligated:	$ 9,255.00	$ 00.00	$ 9,255.00

This NTE is for the hardware and labor costs to add a through hull connector with interior harness to the ESV to facilitate control of trailer mounted munitions from inside the ESV. This action for NTE applies to the following vehicles: None. The total vehicle impact of the NTE applies to the following vehicles: 10 ESV.

i. Additional Seat Sixth Seat for the CV

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
NTE:	$ 00.00	$ 85,400.00	$ 85,400.00
Obligated:	$ 00.00	$ 21,350.00	$ 21,350.00

This NTE is for the hardware and labor costs to add an additional seat (6th Seat) to the CV. The additional seat will be incorporated into the vehicle as a field retrofit at Fort Lewis for the first Brigade. The seat is identical in form and location to the ICV right-side Jump Seat. This action for NTE applies to following vehicles: 14 CV. The total vehicle impact of the NTE applies to the following vehicles: 14 CV.

7. The following four (4) actions include downward adjustments applicable to the Fiscal Year 2002 vehicles whose prices are not yet finalized.

a. Downward Adjustment-Cupola for the RV

This is a downward adjustment for the hardware and labor costs associated with the changes in the sensor suite for the RV, including but not limited to the deletion of the Remote Weapon Station (RWS).

b. Downward Adjustment-Cupola for the FSV

This is a downward adjustment for the hardware and labor costs associated with the changes in the sensor suite for the FSV, including but not limited to the deletion of the Remote Weapon Station (RWS).

c. Downward Adjustment-Mine Detection Equipment for the ESV.

This is a Downward Adjustment for the deletion of the Mine Detection Equipment for the ESV.

d. Downward Adjustment-GFE

The changes to the GFM/E list included in Modification P00014 to the requirements contract are incorporated into this delivery order and will be definitized as a net downward adjustment under a future modification to this delivery order.

8. Section B of this delivery order contains CLIN 9001AA which lists the undefinitized configuration changes.

9. The following clauses apply to the undefinitized changes provided in paragraphs 6 and 7 of this delivery order:

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

10. The Limitation of Government Liability clause listed in paragraph 9 is currently 25.0% of the estimated ceiling price applicable to the undefinitized actions listed in paragraphs 6(a), 6(b), 6(c), 6(d) 6(e), 6(f), 6(g), and 6(i). The contractor is authorized to provide individual proposals for each of the changes in paragraph 6(a), 6(b), 6(c), 6(d), 6(e), 6(f), 6(g), and 6(i). The contractor has submitted a qualifying proposal for paragraph 6(h). Therefore, the Limitation of Government Liability for paragraph 6(h) is 50.0% of the NTE.

11. The as the result of this action, the total amount obligated for the undefinitized NTEs and the Limitation of Government Liability is increased by $1,013,509.00. The total amount obligated and the Limitation of Government Liability is 2,845,049.00. NOTE: PADDS is running a self correcting program to make an administrative correction on Section G of this modification, ACRN AB is changed to ACRN AA. As a result of this change, dollar amounts remain unchanged.

12. Summary of actions affected by this Modification 01:

	PRIOR AMOUNT	INCREASE BY THIS ACTION	REVISED AMOUNT
Vehicle Cost	$ 379,414,616	$ 60,578,219	$ 439,992,835
Undefinitized Changes	1,831,540	1,013,509	2,845,049
Total Amount Obligated	$ 381,246,156	$ 61,591,728	$ 442,837,884

13. Unless specifically stated herein, all terms and conditions of Delivery Order 10 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 003 ***

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS Fiscal Year 2002 (End of narrative A001)				
0001	Supplies or Services and Prices/Costs NSN: 2320-01-481-8575 FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	120	EA	$ 1,322,322.000	$ 158,678,640.00
	NOUN: INFANTRY CARRIER VEHICLE CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX039X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008 Packaging and Marking SEE SECTION D (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance				

DOC REL CD	MILSTRIP	SUPPL ADDR	SIG CD	MARK FOR	TP CD
001	W909530031L001	Y00000	M		2

PROJ CD	BRK BLK PT
009	

DEL REL CD	QUANTITY	DEL DATE
001	8	28-FEB-2003
002	8	31-MAR-2003
003	10	30-APR-2003
005	10	30-JUN-2003
006	9	31-JUL-2003
008	11	30-SEP-2003
009	12	31-OCT-2003
011	8	31-DEC-2003
013	10	31-MAY-2003
014	10	31-AUG-2003
015	12	30-NOV-2003

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	016 12 31-JAN-2004 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010 Fiscal Year 2002 (End of narrative A001)				
0100	Supplies or Services and Prices/Costs NSN: 2320-01-481-8578 FSCM: 19207 PART NR: 12479554 SECURITY CLASS: Unclassified				
0100AA	PRODUCTION QUANTITY NOUN: MORTAR CARRIER CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX041X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008 Packaging and Marking SEE SECTION D (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W909530031L003 Y00000 M 2 PROJ CD BRK BLK PT 005 DEL REL CD QUANTITY DEL DATE 001 4 31-MAR-2003 002 8 28-FEB-2003 003 12 30-SEP-2003 006 10 31-AUG-2003 007 2 31-JAN-2004	36	EA	$ 1,333,388.000	$ 48,001,968.00

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010 Fiscal Year 2002 (End of narrative A001)				
0200	Supplies or Services and Prices/Costs NSN: 2320-01-481-8576 FSCM: 19207 PART NR: 12479559 SECURITY CLASS: Unclassified				
0200AA	PRODUCTION QUANTITY NOUN: ANTI-TANK GUIDED MISSILE VEH CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX045X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008 Packaging and Marking SEE SECTION D (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W909530031L007 Y00000 M 2 PROJ CD BRK BLK PT 002 DEL REL CD QUANTITY DEL DATE 003 8 31-DEC-2003 006 9 31-JUL-2003 007 8 31-AUG-2003 008 11 30-NOV-2003 FOB POINT: Origin	36	EA	$ 2,207,421.000	$ 79,467,156.00

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010 Fiscal Year 2002 (End of narrative A001)				
0300	Supplies or Services and Prices/Costs NSN: 2320-01-481-8572 FSCM: 19207 PART NR: 12479552 SECURITY CLASS: Unclassified				
0300AA	PRODUCTION QUANTITY NOUN: RECONNAISSANCE VEHICLE CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX040X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008 Packaging and Marking SEE SECTION D (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance	57	EA	$ 1,213,621.000	$ 69,176,397.00

DOC REL CD	MILSTRIP	SUPPL ADDR	SIG CD	MARK FOR	TP CD
001	W909530031L002	Y00000	M		2

PROJ CD	BRK BLK PT
008	

DEL REL CD	QUANTITY	DEL DATE
002	12	30-APR-2003
003	12	31-MAY-2003
006	3	31-JAN-2004
007	8	31-MAR-2003
008	12	30-JUN-2003
009	4	30-NOV-2003
010	6	31-DEC-2003

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010 Fiscal Year 2002 (End of narrative A001)				
0400	Supplies or Services and Prices/Costs NSN: 2320-01-481-8574 FSCM: 19207 PART NR: 12479556 SECURITY CLASS: Unclassified				
0400AA	PRODUCTION QUANTITY NOUN: FIRE SUPPORT VEHICLE CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX046X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008 Packaging and Marking SEE SECTION D (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance	12	EA	$ 1,501,237.000	$ 18,014,844.00

DOC REL CD	MILSTRIP	SUPPL ADDR	SIG CD	MARK FOR	TP CD
001	W909530031L008	Y00000	M		2

PROJ CD	BRK BLK PT
004	

DEL REL CD	QUANTITY	DEL DATE
001	4	30-APR-2003
002	3	31-JUL-2003
003	5	30-SEP-2003

FOB POINT: Origin

SHIP TO: PARCEL POST ADDRESS

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010 Fiscal Year 2002 (End of narrative A001)				
0500	Supplies or Services and Prices/Costs NSN: 2320-01-481-8570 FSCM: 19207 PART NR: 12479557 SECURITY CLASS: Unclassified				
0500AA	PRODUCTION QUANTITY NOUN: ENGINEER SQUAD VEHICLE CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX043X1 PRON AMD: 04 ACRN: AA AMS CD: 31107180008 Packaging and Marking SEE SECTION D (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 W909530031L005 Y00000 M 2 PROJ CD / BRK BLK PT 003 DEL REL CD / QUANTITY / DEL DATE 001 3 28-FEB-2003 002 7 31-OCT-2003 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. CONTRACT/DELIVERY ORDER NUMBER	10	EA	$ 2,372,271.000	$ 23,722,710.00

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DAAE07-00-D-M051/0010				
0600	Supplies or Services and Prices/Costs NSN: 2320-01-481-8573 FSCM: 19207 PART NR: 12479555 SECURITY CLASS: Unclassified				
0600AA	PRODUCTION QUANTITY NOUN: COMMANDER'S VEHICLE PRON: X12GX042X1 PRON AMD: 03 ACRN: AA AMS CD: 31107180008 Packaging and Marking SEE SECTION D (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC REL CD 001 / MILSTRIP W909530031L004 / SUPPL ADDR Y00000 / SIG CD M / MARK FOR / TP CD 1 PROJ CD 001 / BRK BLK PT DEL REL CD 001 — QUANTITY 1 — DEL DATE 30-JUN-2003 DEL REL CD 002 — QUANTITY 7 — DEL DATE 31-JUL-2003 DEL REL CD 003 — QUANTITY 6 — DEL DATE 31-JAN-2004 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010 Fiscal Year 2002 (End of narrative A001)	14	EA	$ 1,653,680.000	$ 23,151,520.00
0700	Supplies or Services and Prices/Costs NSN: 2320-01-481-8580 FSCM: 19207				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART NR: 12479558 SECURITY CLASS: Unclassified				
0700AA	PRODUCTION QUANTITY	15	EA	$ 1,318,640.000	$ 19,779,600.00
	NOUN: MEDICAL EVACUATION VEHICLE CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X12GX044X1 PRON AMD: 04 ACRN: AA AMS CD: 31107180008 Packaging and Marking SEE SECTION D (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W909530031L006 Y00000 M 2 PROJ CD BRK BLK PT 00A DEL REL CD QUANTITY DEL DATE 001 4 31-MAY-2003 002 4 30-JUN-2003 004 7 31-OCT-2003 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010				
5000	Supplies or Services and Prices/Costs SECURITY CLASS: Unclassified DATA ITEM			$ ** NSP **	$ ** NSP **
	Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A. CDRL A001 Contract Work Breakdown Structure (WBS)	1	lot	NSP	

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CDRL A004.0 Contract Data Summary Report (CCDR)				
	CDRL A004.1 Functional Cost-Hour Report DD-1921-1				
	CDRL A004.2 Progress Curve Report DD-1921-2				
	CDRL A005 Contract Funds Status Report (CFSR)-Applicable to CLIN 9001AA only				
	CDRL A006 Final Inspection Records (FIRs)				
	CDRL A007 Configuration Management Report				
	CDRL A008 Engineering Change Proposal				
	CDRL A009 Engineering Release Record (ERR)				
	CDRL A010 Transportability Report				
	CDRL A011 TIR/FACAR				
	CDRL A017 Radioactive Materials				
	CDRL A018 Hazardous Materials Management Report				
	CDRL A019 Log Mgt Info (LMI)				
	CDRL A020 IETM				
	CDRL A021 Training Materials				
	CDRL A027 FSR Deployment Data				
	CDRL A028 Multiple Quantity Packaging Candidate List				
	CDRL A029 Shakedown Test Plan				
	CDRL A030 System Support Package List				
	CDRL A031 Product Quality Deficiency Reports				
	CDRL A032 Modeling & Simulation Data Requirements				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
9001	Supplies or Services and Prices/Costs				
	SECURITY CLASS: Unclassified				
9001AA	SERVICES LINE ITEM				$ 2,845,049.00
	NOUN: UNDEFINITIZED VEHICLE CHANGES PRON: X12GX054X1 PRON AMD: 05 ACRN: AA AMS CD: 31107180008				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 31-JAN-2004 (E) $ 2,845,049.00				
	Change A Not to Exceed (NTE) for C4ISR This NTE is for the hardware associated with the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) Version 1.1 to implement System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3). The NTE price breakdown for Fiscal Year 2002 is listed below:				
	Ceiling Obligated C4ISR $ 1,411,788.00 $352,947.00 ////////////////////// ////////////////// //////// (End of narrative F001)				
	CHANGE B Not to Exceed (NTE) for revised load lists for the RV, ATGM and ESV. This NTE is for the hardware and labor costs associated with the revised load lists (RV, ATGM and ESV) for the JV proposal received 06 Feb 2002. The NTE proposal for Fiscal Year 2002 is listed below:				
	Ceiling Obligated				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Revised load lists $225,500	$56,375.00			
	////////////////////// //////////	////////			
	(End of narrative F002)				
	CHANGE C Not to Exceed (NTE) for revised load list for the ICV. This NTE is for the hardware and labor costs associated with the revised ICV load list for the JV proposal received 11 Feb 2002. The NTE proposal for Fiscal Year 2002 is listed below:				
	Ceiling / Revised ICV load list $76,540	Obligated $19,135.00			
	////////////////////// //////////	//////////			
	(End of narrative F003)				
	CHANGE D Not to Exceed (NTE) for Litter Lift for the MEV. This NTE is for the hardware and labor costs associated with an equitable adjustment for the difference between a fully compliant design (as a baseline for calculating any delta) and the mechanized litter lift system with performance enhancements above the contractual baseline. The NTE proposal for Fiscal Year 2002 is listed below:				
	Ceiling	Obligated			

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NTE for Litter Lift for the MEV $994,500.00	$248,625.00			
	////////////////////// //////////	//////////			
	(End of narrative F004)				
	CHANGE E Not to Exceed (NTE) for the Javelin This NTE is for the hardware and labor costs associated with the moving the two (2) Javelin missiles and two (2) AT4s from the exterior to within the interior of the ICV. The NTE price for Fiscal Year 2002 is listed below:				
	Ceiling Obligated Javelin $170,710.00 $42,678.00				
	////////////////////////////// //////////////	//////////////			
	(End of narrative F005)				
	CHANGE F Not to Exceed (NTE) for the M88 Chemical Detector This is a NTE for the hardware and labor costs associated with the integration of the M88 Chemical Detector into the IAV, provide mounting, vehicle power, FBCB2 integration, vehicle power remote alarm and a vapor transfer system. The NTE price for Fiscal Year 2002 is listed below:				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Ceiling / Obligated M88 Chemical Detector $4,380,200.00 $1,095,050.00 ////////////////////// ////////// //////////				
	(End of narrative F006)				
	CHANGE G Not to Exceed (NTE) for Attendant Seat for the MEV. This NTE is for the hardware and labor costs associated with the integration of the Attendant Seat for the MEV. The NTE proposal for Fiscal Year 2002 is listed below:				
	Ceiling / Obligated NTE for Attendant Seat $29,900.00 $7,475.00 ////////////////////// ////////////////////// /////////				
	(End of narrative F007)				
	CHANGE H Not to Exceed (NTE) for ESV through connector This NTE is for the hardware and labor costs to add a through connector with interor harness to the ESV to facilitate control of the trailer mounted munitions from inside the ESV. The NTE proposal for Fiscal Year 2002 is listed below:				
	Ceiling / Obligated NTE for ESV through connector $18,510.00 $9,255.00 ////////////////////// //////////// //////////				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F008)				
	CHANGE I Downward Adjustment-RV Cuppola This is a downward adjustment for the hardware and labor costs associated with the changes to the sensor suite for the RV, including but not limited to the deletion of the Remote Weapon Station (RWS). //////////////////// //////////////////// //////////				
	(End of narrative F010)				
	CHANGE J Downward Adjustment-FSV Cuppola Downward Adjustment for the hardware and labor costs associated with the changes in the sensor suite for the FSV, including but not limited to the deletion of the Remote Weapon Station (RWS). //////////////////// //////////////////// ////////				
	(End of narrative F011)				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CHANGE K Downward Adjustment-ESV Mine Detection Equipment Downward Adjustment for the deletion of the mine detection equipment for the ESV. ////////////////////// //////////////////////	//////////			
	(End of narrative F012)				
	Change A Not to Exceed (NTE) for C4ISR This NTE is the revised total action for the hardware associated with changing the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3). The NTE proposal for Fiscal Year 2002 is listed below: Ceiling Obligated C4ISR 4,028,036.00 $1,007,009.00 ////////////// ////////////// ////////////// CHANGE B Not to Exceed (NTE) for revised load lists for the RV, CV, ATGM and ESV. This NTE is the revised total action for the hardware and labor costs associated with the revised load lists (RV, CV, ATGM and ESV) for the JV proposal received 11 Feb 2002. The NTE proposal for Fiscal Year 2002 is listed below: Ceiling Obligated Revised load lists $272,740.00 $68,185.00 ////////////// ////////////// ////////////// CHANGE C				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Not to Exceed (NTE) for revised load list for the ICV. This NTE is the revised total action for the hardware and labor costs associated with the revised ICV load list for the JV proposal received 06 Feb 2002. The NTE proposal for Fiscal Year 2002 is listed below: Ceiling Obligated Rev. ICV load list $106,800.00 $ 26,700.00 ///////////// ///////////// ///////////// CHANGE D Not to Exceed (NTE) for Litter Lift for the MEV. This NTE is the revised total action for the hardware and labor costs associated with an equitable adjustment for the difference between a fully compliant design (as a baseline for calculating any delta) and the mechanized litter lift system with performance enhancements above the contractual baseline. The NTE proposal for Fiscal Year 2002 is listed below: NTE for MEV Ceiling Obligated Litter Lift $1,147,500.00 $286,875.00 ///////////// ///////////// ///////////// CHANGE E Not to Exceed (NTE) for the Javelin This NTE is the revised total action for the hardware and labor costs associated with the moving the two (2) Javelin and two (2) AT4 missiles from the exterior to within the interior of the ICV. The NTE proposal for Fiscal Year 2002 is listed below: Ceiling Obligated Javelin $238,200.00 $59,550.00 ///////////// ///////////// ///////////// CHANGE F Not to Exceed (NTE) for the M88 Chemical Detector This NTE is the revised total action for the hardware and labor costs associated with the integration of the M88 Chemical Detector into the IAV, provide mounting, vehicle power, FBCB2 integration, vehicle power remote alarm and a vapor transfer system.				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The NTE proposal for Fiscal Year 2002 is listed below:				
	Ceiling / Obligated				
	M88 Detector $5,430,000.00 $ 1,357,500.00				
	///////////// ///////////// /////////////				
	CHANGE G Not to Exceed (NTE) for Attendant Seat for the MEV.				
	This NTE is the revised total action for the hardware and labor costs associated with the integration of the Attendant Seat for the MEV.				
	The NTE proposal for Fiscal Year 2002 is listed below:				
	Ceiling / Obligated				
	Attendant Seat $34,500.00 $8,625.00				
	///////////// ///////////// /////////////				
	CHANGE H Not to Exceed (NTE) for ESV through connector				
	This NTE is the revised total action for the hardware and labor costs to add a through connector with interor harness to the ESV to facilitate control of the trailer mounted munitions from inside the ESV.				
	The NTE proposal for Fiscal Year 2002 is listed below:				
	Ceiling / Obligated				
	Through Hull Conn. $18,510.00 $9,255.00				
	///////////// ///////////// /////////////				
	CHANGE I Not to Exceed (NTE) for Additional Seat for the CV.				
	This NTE is the revised total action for the hardware and labor costs associated with the integration of the additional Seat for the CV.				
	The NTE proposal for Fiscal Year 2002 is listed below:				
	Ceiling / Obligated				
	Additional Seat-CV $85,400.00 $21,350.00				
	///////////// ///////////// /////////////				
	///////////// ///////////// /////////////				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CHANGE J Downward Adjustment-RV Cuppola This downward adjustment is the revised total action for the hardware and labor costs associated with the changes in the sensor suite for the RV, including but not limited to the deletion of the Remote Weapon Station (RWS). ////////////// ////////////// //////////// CHANGE K Downward Adjustment-FSV Cuppola is the revised total action. This downward adjustment is the revised total action for the hardware and labor costs associated with the changes to the sensor suite for the FSV, including but not limited to the deletion of the Remote Weapon Station (RWS). ////////////// ////////////// //////////// CHANGE L Downward Adjustment-ESV Mine Detection Equipment This is a downward adjustment is the revised total action for the deletion of the mine detection equipment for the ESV. /////////////// //////////// //////////// (End of narrative F013)				

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

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION		JOB ORDER NUMBER	ACCOUNTING STATION		OBLIGATED AMOUNT
0001AA	X12GX039X1 31107180008	AA	1	21 22033000025R5R07P31107131E9	S20113	2GXP01	W56HZV	$	158,678,640.00
0100AA	X12GX041X1 31107180008	AA	1	21 22033000025R5R07P31107131E9	S20113	2GXP01	W56HZV	$	48,001,968.00
0200AA	X12GX045X1 31107180008	AA	1	21 22033000025R5R07P31107131E9	S20113	2GXP01	W56HZV	$	79,467,156.00
0300AA	X12GX040X1 31107180008	AA	1	21 22033000025R5R07P31107131E9	S20113	2GXP01	W56HZV	$	69,176,397.00
0400AA	X12GX046X1 31107180008	AA	1	21 22033000025R5R07P31107131E9	S20113	2GXP01	W56HZV	$	18,014,844.00
0500AA	X12GX043X1 31107180008	AA	1	21 22033000025R5R07P31107131E9	S20113	2GXP01	W56HZV	$	23,722,710.00
0600AA	X12GX042X1 31107180008	AA	1	21 22033000025R5R07P31107131E9	S20113	2GXP01	W56HZV	$	23,151,520.00
0700AA	X12GX044X1 31107180008	AA	1	21 22033000025R5R07P31107131E9	S20113	2GXP01	W56HZV	$	19,779,600.00
9001AA	X12GX054X1 31107180008	AA	1	21 22033000025R5R07P31107131E9	S20113	2GXP01	W56HZV	$	2,845,049.00
							TOTAL	$	442,837,884.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION		OBLIGATED AMOUNT
Army	AA	21 22033000025R5R07P31107131E9	S20113	W56HZV	$	359,155,160.00
				TOTAL	$	359,155,160.00

Note: PADDS is running a self correcting program to make an administrative correction, ACRN AB is changed to ACRN AA. As a result of this change, dollar amounts remain unchanged.

*** END OF NARRATIVE G 001 ***

SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984

(a) In performing this contract under CLIN 9001AA, the Contractor is not authorized to make expenditures or incur obligations exceeding the revised ogligated dollar almounts for each action listed in paragraph 6 of the Section A narriative of this modification.

(b) The maximum amount for which the Government shall be liable if this delivery order is terminated is limited to the individual obligated amounts provided in paragraph 6 of the Section A narrative of this delivery order. The total Limitation of Government Liability for the total revised action is $2,845,049.00 dollars.

(End of clause)

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998

12

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

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

Target Date for Definitization:	12 Dec 2002
Submission of Proposal:	19 Jul 2002
Beginning of Negotiations:	29 Jul 2002
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	N/A
Submission of Cost and Pricing Data:	19 Jul 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 the undefinitized portion of this contract action will include a negotiated price in no event to exceed $4,054,038.00 for the current action and $ 11,361,686.00 for the total revised action.

[End of Clause]

2	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.

(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)