

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> DAAE20-02-G-0009	<b>2. DELIVERY ORDER/CALL NO.</b> 0074	<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2004APR16	<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE	<b>5. PRIORITY</b> DXA5
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<b>6. ISSUED BY</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-A CHERYL CALLISON (309)782-4843 ROCK ISLAND IL 61299-7630 EMAIL: CALLISONC@RIA.ARMY.MIL	<b>CODE</b> W52H09	<b>7. ADMINISTERED BY (if other than 6)</b> DCMA DETROIT US ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMABE-GJD WARREN MI 48397-5000 SCD: A PAS: NONE ADP PT: SC1012	<b>CODE</b> S2305A	<b>8. DELIVERY FOB</b> <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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<b>9. CONTRACTOR</b> GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.	<b>CODE</b> 7W356	<b>FACILITY</b>	<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE	<b>11. X IF BUSINESS IS</b> <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
			<b>12. DISCOUNT TERMS</b>		
			<b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b> See Block 15		

<b>14. SHIP TO</b> SEE SCHEDULE	<b>CODE</b>	<b>15. PAYMENT WILL BE MADE BY</b> DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266	<b>CODE</b> HQ0337	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>
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<b>16. TYPE OF ORDER</b>	<b>DELIVERY/ CALL</b> <input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.		
	<b>PURCHASE</b>	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.		
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.				

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE SCHEDULE
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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  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.	<b>24. UNITED STATES OF AMERICA</b> MAJOR MICHELLE SANNER /SIGNED/ SANNERM@RIA.ARMY.MIL (309)782-4931 BY: _____ CONTRACTING/ORDERING OFFICER	<b>25. TOTAL</b>	\$2,210,000.00
		<b>26. DIFFERENCES</b>	

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

<b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>c. DATE (YYYYMMDD)</b>	<b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>
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<b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>28. SHIP. NO.</b>	<b>29. D.O. VOUCHER NO.</b>	<b>30. INITIALS</b>
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<b>f. TELEPHONE NUMBER</b>	<b>g. E-MAIL ADDRESS</b>	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>32. PAID BY</b>	<b>33. AMOUNT VERIFIED CORRECT FOR</b>
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<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>31. PAYMENT</b>	<b>34. CHECK NUMBER</b>
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<b>a. DATE (YYYYMMDD)</b>	<b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>				
					<b>35. BILL OF LADING NO.</b>

<b>37. RECEIVED AT</b>	<b>38. RECEIVED BY (Print)</b>	<b>39. DATE RECEIVED (YYYYMMDD)</b>	<b>40. TOTAL CONTAINERS</b>	<b>41. S/R ACCOUNT NUMBER</b>	<b>42. S/R VOUCHER NO.</b>
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**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN DAAE20-02-G-0009/0074

MOD/AMD

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS INC.

## SUPPLEMENTAL INFORMATION

RE: Q-0774

1. THIS DELIVERY ORDER IS AWARDED AS AN UNDEFINITEZED CONTRACT ACTION WITH A CEILING PRICE OF \$4,420,000.00, FOR 4 LINE ITEMS OF SPARE PARTS IN SUPPORT OF THE M1A2 ABRAMS CEEP TANK. THIS ACTION OBLIGATES 50 PERCENT OF THAT CEILING OR \$2,210,000.00. THE CEILING REPRESENTS A TOTAL DELIVERY ORDER CEILING AND IS NOT SEGREGATED BY ITEM. SEE SECTION I CLAUSES ON PAGE 8 TITLED CONTRACT DEFINITIZATION SCHEDULE AND LIMITATION OF LIABILITY. THE SPARES DELIVERY SCHEDULE WILL NOT PRECEDE THE FIRST DELIVERY OF THE 65 PRODUCTION VEHICLES.

2. THE AWARD IS BASED ON THE PART NUMBERS LISTED IN SECTION B. GDLS WILL ADVISE THE GOVERNMENT AS SOON AS POSSIBLE OF ANY CONFIGURATION CHANGES TO THE CEEP TANK WHICH IMPACT THE PARTS CONTRACTED HEREIN. GDLS WILL PROVIDE A CEILING PRICE CHANGE AND A DELIVERY IMPACT AS SOON AS POSSIBLE IF EITHER ARE APPLICABLE. WHEN THERE IS A CONFIGURATION CHANGE, ONLY THE CHANGE WILL BE PRICED PURSUANT TO FAR 52.243-1, CHANGES-FIXED PRICE. UPON RECEIPT OF A CEILING PRICE AND/OR DELIVERY IMPACT THE GOVERNMENT WILL MODIFY THE CONTRACT IF THE CHANGE IS DESIRED.

3. THE FOLLOWING CLAUSES FROM THE BOA APPLY: ALL MANDATORY CLAUSES, TERMS, CONDITIONS AND CERTIFICATIONS FOR A FIRM FIXED PRICE CONTRACT OF THE DOLLAR VALUE INVOLVED, AS DELINEATED IN THE GDLS BASIC ORDERING AGREEMENT (BOA) DAAE20-02-G-0009. IN ADDITION, THE FOLLOWING CLAUSES FROM THE BOA APPLY:

SECTION A: A-1, NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES; A-2 NOTICE TO ACALA OMBUDSMAN; A-7 NOTICE OF URGENT REQUIREMENT.

SECTION B: B-2, SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (INSERT NONE)

SECTION C - C-1, STATEMENT OF WORK - OZONE DEPLETING CHEMICALS; C-5, CONFIGURATION MANAGEMENT DOCUMENTATION

SECTION D - COMMERCIAL PACKAGING IAW MIL-STD-129 REVISION N, DATED 15MAY1997. EXCEPTION - ESD SENSITIVE ASSETS SHALL BE HANDLED AND PACKAGED TO PREVENT ESD DAMAGE.

SECTION E - E-1. INSPECTION OF SUPPLIES - FIXED PRICE; E-8. RESPONSIBILITY FOR SUPPLIES; E-9. HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT ISO9002. E-11, INSPECTION/ACCEPTANCE WILL BE AT TALLAHASSEE.

SECTION F - F-1, STOP WORK ORDER; F-3, GOVERNMENT DELAY OF WORK; F-4, FOB ORIGIN; F-10, F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS; F-11, F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS; F-14, VARIATION IN QUANTITY, F-16, COGNIZANT TRANSPORTATION OFFICER.

SECTION G - NARRATIVE G002

SECTION H - H-2, TRANSPORTATION OF SUPPLIES BY SEA; H-3, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA; H-11, MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DD250'S ARE TO BE ELECTRONICALLY SENT TO CALLISONC@RIA.ARMY.MIL, OR DATAFAXED TO (309)782-0713; H-16, ALTERNATIVE DISPUTES REVIEW PROCESS; H-17, PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION; H-18 ADMINISTRATIVE NOTICE; H-19 GOVERNMENT FACILITIES AND SPECIAL TOOLING; H-20, ISSUANCE OF ORDERS; H-23, BOA RATE AGREEMENT.

SECTION I - ATTACHMENT 01 TO THE BOA, ALL REQUIRED FIRM FIXED PRICE CLAUSES, PAGES 1-2. ATTACHMENT 02 ALL REQUIRED FIRM FIXED PRICE CLAUSES.

BEGINNING AT ATTACHMENT 07, 2.WAIVER OF FACILITIES COST OF MONEY; 3. LIMITATION OF GOVERNMENT LIABILITY; 4. DUTY FREE ENTRY; 6. AVAILABILITY OF FUNDS; 8. FOB ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE; 13. PREFERENCE FOR DOMESTIC SPECIALTY METALS; 15. DUTY FREE - ADDITIONAL PROVISIONS; 28. PRICE REDUCTION FOR DEFECTIVE COST AND PRICING DATA; 29. SUBCONTRACTOR COST AND PRICING DATA; 32. REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS; 41. OZONE DEPLETING SUBSTANCES; 42. DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES; 44. COMMERCIAL BILL OF LADING NOTATIONS; 47. CONTRACT DEFINITIZATION; 48. SMALL, SMALL DISADVANTAGED BUSINESS, AND WOMEN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS); 78. AUTHORIZATION AND CONSENT; 80. FACILITIES CAPITAL COST OF MONEY; 85. BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM; 86. QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS.

BEGINNING AT ATTACHMENT 08, 5. LIMITATION OF LIABILITY; 9. PROGRESS PAYMENTS; 14. FEDERAL STATE AND LOCAL TAXES (NON COMPETITIVE); 23. SUBCONTRACTS; 24. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-02-G-0009/0074 <b>MOD/AMD</b>	<b>Page 3 of 8</b>
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS INC.		

\*\*\* END OF NARRATIVE A 002 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-02-G-0009/0074 MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 1111-11-111-1111 FSCM: 19200 PART NR: 12467506 SECURITY CLASS: Unclassified																						
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: CEEP ITMPU PRON: M142D110M1 PRON AMD: 02 ACRN: AA AMS CD: 060011JWSC1  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H0940238H12</td> <td>W90454</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>10</td> <td>30-JUL-2005</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W90454) XR W4GG HQ US ARMY TACOM TEAM ABRAMS PARTNERSHIP FACILITY WHSE BLDG 88037 LOGISTICS LANE FT HOOD TX 76544-5060  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-G-0009/0074	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H0940238H12	W90454	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	10	30-JUL-2005	10	EA	\$ 40,000.00000	\$ 400,000.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H0940238H12	W90454	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	10	30-JUL-2005																					
0002	NSN: 1111-11-111-1111 SECURITY CLASS: Unclassified																						
0002AA	<u>PRODUCTION QUANTITY</u>  NOUN: IGC DP, PN 12467510 PRON: M142D111M1 PRON AMD: 02 ACRN: AA AMS CD: 060011JWSE2  <u>Packaging and Marking</u>	10	EA	\$ 58,000.00000	\$ 580,000.00																		



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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FT HOOD TX 76544-5060  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-G-0009/0074  NSN: 1111-11-111-1111 SECURITY CLASS: Unclassified				
0004AA	<u>PRODUCTION QUANTITY</u>  NOUN: ICDU PN 12467508 PRON: M142D113M1 PRON AMD: 02 ACRN: AA AMS CD: 060011JWSE2  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H0940268H11 W90454 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 10 30-JUL-2005  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W90454) XR W4GG HQ US ARMY TACOM TEAM ABRAMS PARTNERSHIP FACILITY WHSE BLDG 88037 LOGISTICS LANE FT HOOD TX 76544-5060  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-G-0009/0074	10	EA	\$ 62,000.00000	\$ 620,000.00

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-02-G-0009/0074

**MOD/AMD**

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	M142D110M1 060011JWSC1	AA	1	97 X4930AC9G 6D	26KB S11116	W52H09 \$	400,000.00
0002AA	M142D111M1 060011JWSE2	AA	1	97 X4930AC9G 6D	26KB S11116	W52H09 \$	580,000.00
0003AA	M142D112M1 060011JWSE2	AA	1	97 X4930AC9G 6D	26KB S11116	W52H09 \$	610,000.00
0004AA	M142D113M1 060011JWSE2	AA	1	97 X4930AC9G 6D	26KB S11116	W52H09 \$	620,000.00
TOTAL							\$ 2,210,000.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC9G 6D	26KB S11116	W52H09 \$ 2,210,000.00
TOTAL				\$ 2,210,000.00

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PIIN/SIIN DAAE20-02-G-0009/0074

MOD/AMD

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS INC.

## CONTRACT CLAUSES

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$2,210,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$2,210,000.00 dollars.

(End of clause)

(IF6056)

2	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
	DFARS		

(a) A Firm Fixed Price Delivery Order 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 underfinitized 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 Firm Fixed Price proposal and cost or pricing data supporting its proposal.

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

PROJECTED DATE TO BEGIN ALPHA NEGOTIATIONS: 13JUN04  
PROJECTED COMPLETION DATE OF ALPHA EFFORT: 02SEP04  
ESTIMATED DATE OF CONTRACT DEFINITIZATION: 02OCT04

(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 underfinitized 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 \_\_\_\_\_ in no event to exceed \$4,420,000.00 \_\_\_\_\_

End of clause

(IA6715)