

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-02-G-0009	2. DELIVERY ORDER/CALL NO. 0010	3. DATE OF ORDER/CALL (YYYYMMDD) 2002DEC19	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DOA5
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6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-A GAIL BINDEWALD (309)782-3656 ROCK ISLAND IL 61299-7630 EMAIL: BINDEWALDG@RIA.ARMY.MIL	CODE	W52H09	7. ADMINISTERED BY (if other than 6) DCMA DETROIT US ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN MI 48397-5000 A NONE SC1012	CODE	S2305A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR GENERAL DYNAMICS LAND SYSTEMS INC 38500 MOUND ROAD STERLING HEIGHTS MI 48310-3268 TYPE BUSINESS: Large Business Performing in U.S.	CODE	7W356	FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
					12. DISCOUNT TERMS		
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		

14. SHIP TO SEE SCHEDULE	CODE		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041	CODE	SC1018	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
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16. TYPE OF ORDER	DELIVERY/ CALL	<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.
	PURCHASE		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 type="checkbox"/> 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
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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.	24. UNITED STATES OF AMERICA DAVE ELLIOTT /SIGNED/ ELLIOTT@RIA.ARMY.MIL (309) 782-3814 BY: _____ CONTRACTING/ORDERING OFFICER	25. TOTAL	\$2,310,000.00
		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 (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR
g. E-MAIL ADDRESS	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		
			34. CHECK NUMBER
			35. BILL OF LADING NO.

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

1. This delivery order is a ceiling priced order for 28 each IFCEUs57K4076, NSN 1220-01-492-9051. The total ceiling amount of this order is \$4,620,000.00. This action obligates 50 percent of that ceiling or \$2,310,000.00. See Section I for contract definitization schedule and limitation of liability.

2. The following clauses from the BOA are included in this order:

SECTION A - A-1 Notice to Offerors - Use of Class I Ozone-Depleting Substances; A-2 Notice about ACALA Ombudsman

SECTION B - B-2 Supplies to be Accorded Duty Free Entry (insert none)

SECTION C - C-1 Statement of Work - Ozone Depleting Chemicals

SECTION D - Packaging will be C/C in accordance with ASTM-D-3951, Revision 95, dated 15 Jul 95. Unit pack will be 001.

SECTION E - 1. Inspection of Supplies - Fixed Price; 7. Responsibility for Supplies; E-2 Higher-Level Contract Quality Requirement (Government Specification); FOB Origin, Inspection/Acceptance will be Lima Tank Plant.

SECTION F - 4. FOB Origin; 11. FOB Origin, Prepaid Freight - Small Package Shipments; F-3 Variation in Quantity; F-4 Cognizant Transportation Officer

SECTION G - G-2 Contract Administration Data

SECTION H - H-6 Transportation of Supplies by Sea; H-7 Notification of Transportation of Supplies by Sea; H-9 Material Inspection and Receiving Reports (DD Form 250) DD Form 250s are to be forwarded to AMSTA-LC-CAC/Gail Bindewald, or e-mail bindewaldg@ria.army.mil; H-11 Alternative Disputes Review Process; H-13 Administrative Notices; H-14 Priorities, Allocations, Allotments; H-16 Government Facilities and Special Tooling

SECTION I - Attachment 01 to the BOA, All required firm fixed price clauses, pages 1-3
Beginning on page 8, Attachment 01 to the BOA; 2. Waiver of Facilities Capital Cost of Money; 4. Duty Free Entry; 8. FOB Origin - Government Bills of Lading or Prepaid Postage; 13. Preference for Domestic Specialty Metals; 15. Duty Free - Additional Provisions; 44. Commercial Bill of Lading; 49. Small, Small Disadvantaged, and Women Owned Small Business Subcontract Plan (DOD Contract); and 59. DOD Progress Payment Rates

Beginning on page 11, Attachment 01 to the BOA; 13. Progress Payments; 24. Subcontracts (Fixed-Price Contracts); and 27. Material Management and Accounting System

3. It is planned that the following parts will be provided as GFM at a date to be negotiated during definitization.

Component	Quantity per Unit
12930753	1
12930791	1
R29623ADM/883	2
HS9378T/B	4
HS9476S/B	1
12438210	3
12438235	1
12438214	2
12438205	5
12438211	11
12438208	1
12438223	8
12437028	1
M38510/30108BCX	2
12932381	2

The negotiated price resulting in this contract award assumes that the government will make available to the contractor all the GFM stated in this order. In the event the Government does not provide the GFM listed in the proposal, the contractor is entitled, under the changes clause, to an equitable adjustment as long as the proposed change is within the scope of the contract and the proposed price is determined fair and reasonable. Also note, in the proposal from GDLs it states "an ECP is expected to be approved in April 2003 that will result in the replacement of the obsolete components." This change will also be negotiated at time of definitization and should alleviate some of the obsolescence issues.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-G-0009/0010 MOD/AMD	Page 3 of 6
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC		

4. Waiver GDMY440 is incorporated into this delivery order at no cost to the Government. Any savings resulting from the incorporation of this waiver will be negotiated at time of definitization.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN DAAE20-02-G-0009/0010

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG					JOB		
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>ORDER</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>
							<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	M132D133M1	AA	1	97	X4930AC9G 6D	26KB S11116		W52H09	\$ 2,310,000.00
	060011								
								TOTAL	\$ 2,310,000.00

<u>SERVICE</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>ACCOUNTING</u>	<u>OBLIGATED</u>
<u>NAME</u>						<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC9G 6D	26KB S11116		W52H09	\$ 2,310,000.00
						TOTAL	\$ 2,310,000.00

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 \$2,310,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$2,310,000.00 dollars.

(End of clause)

(IF6056)

2	252.217-7027 CONTRACT DEFINITIZATION DFARS	OCT/1998
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(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 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:

Receipt of Proposal	30 May 03*
Receipt of Audit	25 Jul 03
Projected Completion of Negotiations	15 Sep 03
Projected Contract Definitization	30 Sep 03

*This date is based on current testing schedule for the new configuration. If earlier proposal is possible the Government would like to work to an earlier date.

(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 \$165,000.00 each.

End of clause

(IA6715)