

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE07-01-G-M001				2. DELIVERY ORDER/CALL NO. 0010		3. DATE OF ORDER/CALL (YYYYMMDD) 2004AUG04		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4		
6. ISSUED BY TACOM WARREN AMSTA-AQ-AHPC JEFF SIMONIS (586)574-3952 WARREN, MICHIGAN 48397-5000 EMAIL: SIMONISJ@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV	7. ADMINISTERED BY (if other than 6) DCMA ST. PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST. PETERSBURG, FL 33702-2455 SCD: B PAS: NONE ADP PT: HQ0338				CODE S1109A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR GENERAL DYNAMICS LANDSYSTEMS TALLAHASSEE 2930 COMMONWEALTH BLVD TALLAHASSEE, FL. 32303 NAME AND ADDRESS TYPE BUSINESS: Large Business Performing in U.S.			CODE OHGX3	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			
14. SHIP TO SEE SCHEDULE			CODE	15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264				CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2			
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 checked="" 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												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT				
* 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 ELLEN DENNIS /SIGNED/ DENNISE@TACOM.ARMY.MIL (586)574-8056 BY: CONTRACTING/ORDERING OFFICER				25. TOTAL	\$56,800.00				
							26. DIFFERENCES					
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> 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						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.	29. D.O. VOUCHER NO.		30. INITIALS				
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	31. PAYMENT		34. CHECK NUMBER				
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						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
UNIT PRICES FOR REPAIR - REOPENER:

The contract schedule specifies one unit price for the specific quantity to be repaired under this order. Recognizing that some portion of the items provided as GFM for repair, may upon teardown and inspection, be determined to be unrepairable and decrease the quantity available for repair, the unit price at award will be subject to adjustment if washouts result in a repairable quantity that is less than the 71 units scheduled to be repaired under CLIN 0002AA.

The contractor shall notify the Government when teardown and inspection is complete and the repairable quantity for this order has been determined. The Govt QAR shall confirm the number of unrepairable units. If the quantity of repairable units falls below the 71 units scheduled for repair, the Government may utilize the additional 36 units under option CLIN 0001AB to bring the total quantity to be repaired up to 71 units. After excersising the option for 36 units, the order quantity and price will be adjusted by modification should the total quantity to be repaired still fall below the 71 units.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: GENERAL DYNAMICS LANDSYSTEMS TALLAHASSEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SUPPLIES OR SERVICES AND PRICES/COSTS										
0001	SECURITY CLASS: Unclassified										
0001AA	<p><u>TEAR DOWN AND INSPECTION OF EA'S</u></p> <p>NOUN: ELECTRONIC CONTROL ASSEMBLY PRON: EH4Y6120EH PRON AMD: 02 ACRN: AA AMS CD: 060011</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>71</td> <td>0180</td> </tr> </tbody> </table> <p style="text-align: right;">\$ 4,970.00</p> <p>Teardown and Inspection will occur at a rate sufficeint to support the delivery of repaired Electronic Assembly's, as set forth in CLIN 0002AA.</p> <p style="text-align: center;">(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	71	0180	71	EA		\$ 4,970.00
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	71	0180									
0001AB	<p><u>TEAR DOWN AND INSPECTION OF EA'S</u></p> <p>NOUN: ELECTRONIC CONTROL ASSEMBLY</p> <p>OPTION QUANTITY, PESUANT TO CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPERATELY PRICED LINE ITEM</p> <p>The quantity stated for the option CLIN DOES NOT Forma a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by excercise of the option clause, at the discretion of the Government.</p> <p style="text-align: center;">(End of narrative C001)</p> <p>USE OF OPTION CLAUSE</p> <p>The option for additional teardown and inspection is included in order to provide additional GFM EA's to replace any non-repairable units.</p>	36	EA		\$ 2,700.00						

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Name of Offeror or Contractor: GENERAL DYNAMICS LANDSYSTEMS TALLAHASSEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative C002)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 36 UNDEFINITIZED \$ 2,700.00				
0002	NSN: 2520-01-459-5452 FSCM: 19207 PART NR: 12446501 SECURITY CLASS: Unclassified				
0002AA	<u>REPAIR OF EA'S</u> NOUN: ELECTRONIC CONTROL ASSEMBLY PRON: EH4Y6122EH PRON AMD: 01 ACRN: AA AMS CD: 060011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <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 W56HZV3329T603 SW3227 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 10 03-MAR-2005 002 10 02-APR-2005 003 10 02-MAY-2005 004 10 01-JUN-2005 005 10 01-JUL-2005 006 10 31-JUL-2005	71	EA	\$ 730.00000	\$ 51,830.00

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Name of Offeror or Contractor: GENERAL DYNAMICS LANDSYSTEMS TALLAHASSEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007	10 30-AUG-2005				
008	1 29-SEP-2005				
	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-01-G-M001/0010</p> <p>Delivery for the repaired assets will begin six months (180 Days ARO) after the award or receipt of a Government Furnished Property, whichever comes later. Assets received in advance of the receipt of the order will not necessarily improve the delivery lead time of 180 days.</p> <p>The delivery rate shall be 10 units per month.</p> <p>(End of narrative F001)</p>				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Scope of Work General

C.1.1 The Contractor, as an independent contractor and not as an agent of the Government, for the period set forth in this contract, shall repair Electronic Assemblies (E/A), P/N 12446501.

C.1.2 Applicable to repair CLIN: The Government shall provide E/A's, P/N 12446501 as required by individual delivery order which shall be repaired and meet the requirements of specification 12446252, Electronic Assembly: Transmission Electronic Control System.

C.1.2.1 Repair consists of the following activities:

- Repair CCA (remove conformal coat, replace component(s), recoat)
- Reinstall CCA into housing
- Retest Electronic controller LRU
- Install housing cover, seal, and pressure test
- Perform final inspection

C.1.2.2 Components determined to be obsolete, that are unprocureable by GDLS, will be provided as GFM, if available in Government stock, or appropriate disposition instructions will be provided by the Government.

C.1.3 In accomplishing this effort under this contract, the Contractor agrees that he will not duplicate efforts required to be performed under any current or past Government contracts.

C.2 CONFIGURATION MANAGEMENT

C.2.1 GDLS has been delegated MRB authority for this Call Order Number DAAE07-01-G-M001/0010. Operating Procedure T04-500-OP Rev. B, with authorization for MRB (Material Review Board) is authorized for use with the following conditions:

- * MRB authority is granted but may be rescinded at the Government's discretion (and through written notification from the PCO) if/when the Government determines that the MRB authority is no longer in the Government's best interest.
- * The Government PCO shall be notified of any changes or revisions to the GDLS T04-500-OP and upon notification will review the change(s) and concur/nonconcur with their utilization/incorporation for this contract.

C.2.2 Request for Class 1 (Major) Deviations (RFD). If the Contractor should find it necessary to temporarily depart from the PCI or contract, the Contractor shall seek written authorization from the Government.

C.2.2.1 The Contractor shall identify the weapon system affected on each RFD submitted. The weapon system can be found as a two character code on the Award/Contract cover sheet in the "issued by" block following WPN SYS. The Contractor shall place this code in the top of the RFD form.

C.2.3 Any changes to the PCI shall require that Engineering Change Proposals (ECPs) be submitted/created in accordance with those procedures specified in the existing contractor Configuration Management Plan.

C.3 Floor Support

C.3.1 The contractor shall provide technical support as required to include, but not limited to, assisting manufacturing in understanding and interpreting drawings and technical data, Material Review Board actions regarding discrepant materials, and liaison with STS contractor.

C.3.2 The contractor shall provide design services to analyze, design and evaluate design changes made at the request of production to facilitate production.

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor: GENERAL DYNAMICS LANDSYSTEMS TALLAHASSEE

INSPECTION AND ACCEPTANCE

SECTION E

INSPECTION AND ACCEPTANCE

E.1 QUALITY MANAGEMENT

E.1.1 The contractor shall update and maintain a Quality Program in accordance with ISO 9001:2000.

E.1.1.2 Product Quality Assessments shall be an on-going effort and utilize government generated Test Incident Reports, Quality Deficiency Reports, contractor material review board actions, Statistical Process Control data, and defect documentation to determine potential areas for quality improvement.

E.1.1.3 Where sampling is allowed, the contractor shall implement procedures to comply with C=0 Sampling Plan or an equivalent plan that allows zero defects.

E.1.1.4 All soldering shall be in accordance with J STD-001C.

E.2 GOVERNMENT SURVEILLANCE

E.2.1 Authorized Government representatives shall have the right to survey the contractor's facilities, inspect the product, witness contractor inspection and tests, and evaluate the inspection system. Surveillance may extend from the contractor's sources of supply to the shipment of the product.

E.3 ACCEPTANCE

E.3.1 Each Electronic Assembly (E/A) will be subjected to the tests and inspections of the respective Product Specifications.

E.3.1.1 All production related deficiencies discovered by the contractor or the government during the manufacturing process and final acceptance testing shall be corrected, at no additional cost to the government, prior to final acceptance by the government.

E.4 TEST

E.4.1 COMPARISON PRODUCTION TEST

E.4.1.1 The Government reserves the right to conduct a government test of the product delivered under this contract at the vehicle level to verify no degradation in product performance. Test costs will be borne by the government. The contractor shall be responsible for the correction of any deficiencies as a result of testing at no cost to the government.

E.4.2 FIRST ARTICLE TEST

E.4.2.1 First Article Testing (FAT) is not required for production start-up.

E.4.2.2 A First Article Test or portion thereof may be ordered by the Contracting Officer, in writing, when a) a major change is made to the Technical Data Package, b) whenever there is a lapse in production of 180 days or more or c) whenever a significant change is made to the production manufacturing process, major change in a source of supply, or a change in production facilities. Whenever a First Article test is ordered as a result of condition (a) the government will be responsible for test costs. When a First Article Test is ordered by the Contracting Officer as a result of conditions (b) and (c), the contractor is responsible for the test costs.

E.4.2.3 If a test is required, the contractor shall modify existing test plans. The contractor shall submit, in contractor format, test reports to the Contracting Officer within 30 days of test completion.

E.4.3 CONTROL TESTING

E.4.3.1 Control testing shall not be required for these units, as long as Electronic Assembly control testing is being performed on a concurrent contract. Corrective action to fix any problems identified in concurrent control testing shall immediately be binding on these units as well. If control testing is not currently being performed by another contract, it shall be required for these units IAW the EA specification 12446252.

E.4.4 NON-DESTRUCTIVE/DESTRUCTIVE TESTING

E.4.4.1 In those instances where non-destructive testing/inspection is required by drawing or specification requirements, the design and execution of non-destructive testing/inspection shall be performed by personnel trained and certified in accordance with MIL-STD-410 or ASMT-DP189 (Standard for Qualification and Certification in Non-destructive Testing Personnel).

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*** END OF NARRATIVE E 001 ***

E-5 Government Inspection at Receipt of GFM

Upon receipt of GFM, all units will be subject to external inspection, as a minimum, by the Government QAR who will maintain a record of the condition of these units upon arrival at contractor's facility and use this information for verification of the number of wash-outs or non-repairable units.

*** END OF NARRATIVE E 002 ***

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DELIVERIES OR PERFORMANCE

F DELIVERY SCHEDULE FOR GFM

F.1.1 Government furnished material (GFM) is to be delivered to the contractor at the following address:

General Dynamics Land Systems
Tallahassee Operations
2930 Commonwealth Blvd
Tallahassee, FL 32303

DODAAC # CK0036 has been assigned to this Order. The RIC code assigned is CLY.

F.1.2 A quantity of E/As for repair, equal to the scheduled delivery quantity set forth in CLIN 0002AA, is to be delivered to GDLS Tallahassee 180 days before the set delivery date. If GFM units are determined to be nonrepairable, the Government may replace that quantity in accordance with option CLIN 0001AB for Teardown & Inspection.

F.1.3 Repaired E/As are to be returned to the address specified on the schedule page.

*** END OF NARRATIVE F 001 ***

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>JOB</u> ORDER <u>NUMBER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	EH4Y6120EH 060011	AA	2	97 X4930AC9D 6D	2571 S20113		W56HZV \$	4,970.00
0002AA	EH4Y6122EH 060011	AA	2	97 X4930AC9D 6D	2571 S20113		W56HZV \$	51,830.00
							TOTAL	\$ 56,800.00

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	97 X4930AC9D 6D	2571 S20113	W56HZV	\$ 56,800.00
				TOTAL	\$ 56,800.00

Name of Offeror or Contractor: GENERAL DYNAMICS LANDSYSTEMS TALLAHASSEE

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.245-4000 (TACOM)	ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS	MAY/2001

The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

Commercial Repair Program (CRP)@tacom.army.mil

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

(1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.

(2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.

(3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
2	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	APR/1997

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 36 units. The unit price for such option quantity shall be as set forth in CLIN 0001AB. This option may be exercised by the Government at any time, but in any event not later than 390 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

3	52.213-4010 (TACOM)	ADDITIONAL GENERAL CLAUSES	FEB/1997
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The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE (AUG 1987)
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(B) Method of shipment or packing.

(C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (APR 1984)
52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

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[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE
52.249-8

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]