

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

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PIIN/SIIN DAAE07-00-D-M051/0005

MOD/AMD 08

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

SECTION A - SUPPLEMENTAL INFORMATION

Stryker Family of Armored Vehicles

1. This Modification 08 to Delivery Order 0005 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for the conditional acceptance of one (1) Nuclear Biological Chemical Reconnaissance Vehicle (NBCRV). The vehicle's serial number is NBCRV-0001-03.
3. Baseline Configuration. The baseline configuration the NBCRV was manufactured to is General Assembly NBCRV Part Number 12479560 (Preliminary Baseline Document GDV0807), dated 29 April 2003.
4. Configuration Management. The contract provisions at C.2.8, C.3.5, and for any unique/new items developed under Delivery Order 0001 applicable to the NBCRV, C.5.5 are waived for the vehicle covered under this modification. This waiver of Configuration Management requirements is conditioned on the following:
 - a. Software Licenses. The contractor shall be responsible for acquiring the required production related software licenses for the family of Stryker Armored Vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicles or ancillary support equipment configurations.
 - b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration, referenced in paragraph 3 above, may be made by the contractor, provided the changes meet the requirements of the contract, the NBCRV Performance Specification, and any Interface Control Documents related to the Government Furnished Material.
 1. The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the contractor's change management process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in a meeting/conference forum to be agreed to by the parties.
 2. The Joint Contractor-Government Configuration Management (CM) Board shall meet on a regular basis and the board shall use the newly agreed to CM process. The parties agree to execute a contract modification to incorporate the new CM process into the contract NLT 15 Jun 2003. The contractor shall submit a revised CM plan NLT 30 June 2003.
 3. Development Team Meetings. The previously established Joint Contractor-Government Development Team shall coordinate the resolution of PQT, performance, and vehicle configuration issues.
5. The contract provisions at C.3.10 and C.5.13 are waived for the vehicles covered by this modification subject to the following conditions:
 - a. The contractor complies with requirements covered by previous Modification 02 under Delivery Order 0005 authorizing the use of cadmium or hexavalent chromium coated or treated parts in the vehicle(s) covered by this modification.
 - b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicle(s) accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with the Contracts Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of the DD250 approval.
6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects or deficiencies in parts, components or assemblies provisionally released. Section H.15.1.4 of this contract defines failures/defects as 1) any condition or characteristic in the vehicles that is not in compliance with the requirements of this contract, or 2) any item, part assembly or subassembly on the vehicle that does not function or operate as it is designed/intended. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements under the applicable Delivery Orders 0001 and/or 0005. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of hardware/software shall be at Government direction. In the event the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract price.
7. To inspect the vehicle(s) covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) Draft NBCRV FIR Dated 04 March 2003.

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8. Pursuant to the FIR identified in paragraph 7 above, the subject NBCRV will be conditionally accepted. This vehicle will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A as well as in the comments column in the FIR, both of which are part of the contract file. The parts and the hardware shortages shall be installed on the vehicle(s), at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. Attachment A and the FIR address the open issues and the Contractor's Retrofit Database (formerly Attachment B) address the retrofit plan associated with the vehicle(s) referenced in paragraph 2 above.

The contractor shall generate and maintain vehicle unique data sheets (formerly Attachment B). The contractor shall provide an automated solution that can function within the IDE. The Contractor's Retrofit Database shall incorporate all the information related to required, known or planned retrofits of the vehicles identifying and tracking the missing parts, corrected parts, software changes, unresolved/open issues pending corrective action identification or any other action that may result in retrofit. The contractor shall deliver electronically a weekly update to the database (IAW with CDRL TBD). At a minimum, the database update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and planned, or open issues that may result in retrofit. It may include Production Improvement Notices (PINS) or Changes Other Than Product Improvements (COTPIS) requiring retrofit. The vehicle specific lists of retrofit items and their installation dates determine the start dates for extended warranties. The Contractor's Retrofit Database submission shall be structured to sort by retrofit items/issues as well as by vehicle. Specifically for NBCRV, the Contractor's Retrofit Database shall track all common retrofit requirements.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts vehicles pending resolution/correction of the following contractor waivers to the vehicle(s) Configuration Baseline and/or Performance Specification requirements identified herein:

1. Waiver to Performance Specification Paragraph 3.1.1.10.3.1 entitled "Exterior Lighting". (Reference Contractor Waiver W-BCT-0021).

2. RWS Fire Control Unit. (Reference Contractor Waiver W-BCT-041 R3 and W-BCT-042).

c. Execution of the retrofit plan per the steps, procedures and schedule identified in the vehicle unique retrofit data sheets which are incorporated into this modification by reference.

d. Height Management System (HMS). In the event the HMS does not meet all the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the government.

9. Additional changes to the Contract Baseline Configuration. The following changes to the vehicle contract baseline are acknowledged by the Government. Items 1 through 4 below will be used as credits against the upward adjustments to the vehicle price resulting from changes to the 2000.9 NBCRV Performance Specification. The changes resulting from the revised 2000.9 NBCRV Performance Specification are covered by a Not-To-Exceed ceiling price established in Modification B7 to Delivery Order 0001. Item 5 is included in the Not-To-Exceed ceiling price previously mentioned.

1. Surrogate 14.5 mm Armor Protection. (Contractor Reference Number LS10004011).

2. Surrogate Spall Liner. (Contractor Reference Number LS1004008).

3. Auxiliary Power Unit. (Contractor Reference Number 10652596-001).

4. Auxiliary Power Unit Control. (Contractor Reference Number 10652597-001).

5. 400 Amp Alternator. (Contractor Reference Number LS1016515).

10. The contractor is unable to provide a priced Attachment A prior to requesting DD250. The contractor and Government agree to a withhold \$700,000 (after the liquidation of progress payments) for all of the items addressed in paragraph 8 and to cover the Government's risk until a priced Attachment A is provided to the Government. After receipt of the priced Attachment A, the Government will negotiate an equitable adjustment to the contract and execute the adjustment via a future contract modification.

a. Unless specifically stated or waived herein, acceptance of the vehicle(s) shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with the current applicable contract/specification requirements. The price for the NBCRV represents the price for a fully compliant production representative vehicle. The final production representative or fully compliant vehicle will not be established until all testing or other actions are completed and contractual compliance is established. Responsibility for redesign to correct failures in PQT, LUT, PVT, or other vehicle deficiencies will depend on whether the

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specific component or assembly design rights are the Government's responsibility under Delivery Order 0001 or the contractor's proprietary design. However, in all cases, the contractor has the responsibility to retrofit the vehicle(s) to the final production representative configuration under the PVT related correction of deficiencies requirements of the contract.

b. The warranty start date for the NBCRV vehicle(s) accepted herein is the date the DD250 is executed. The contractor shall implement the procedures to fully exercise vehicle warranties to include Pass-through, Failure Free and Systemic Warranty coverage as well as the contemplated extended warranty terms. The contractor shall track the parts usage and vehicle issues and, as appropriate, will exercise the warranty. Cost for warranted parts or labor shall not be charged to the cost reimbursement delivery orders for development/integration or test support. All costs associated with the warranty database and the administration of the warranty are already included in the vehicle price.

11. Transportability. The contractor agrees to meet the following milestones.

a. Demonstration of NBCRV C-130 Egress. The egress demonstration shall be conducted no later than 26 November 2003.

b. Transportability Documentation. The contractor shall submit the Transportability Documentation to include all necessary information for Air Force review, including but not limited to any necessary waivers, not later than 12 December 2003.

Director, Military Traffic Management Command, Transportation Engineering Agency
ATTN: MTTE-DPE (Mr. Owen Spivey)
720 Thimble Shoals Blvd., Suite 130
Newport News, VA 23606

c. The contractor shall run its ramp test model for 12, 13 1/2 and 15 degrees for the NBCRV and provide the results to the Government no later than 12 December 2003.

12. Vehicle Retrofits/Corrective Actions. Any vehicle retrofits or corrective actions required to meet the Transportability Requirements, to include all safety releases, shall be completed by the contractor no later than 12 December 2003.

13. Inspection and Acceptance.

a. The inspection and acceptance points were changed to destination by Modification 07 to Delivery Order 0005.

b. The inspection and acceptance points are hereby changed back to origin by this Modification 08.

14. Shipping Instructions. Shipping instructions are provided in Section B of this Modification 08.

15. As a result of this Modification, the contract price of Delivery Order 0005 is neither increased or decreased. Except as specifically stated above, all other terms and conditions of Delivery Order 0005 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 010 ***

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Reference No. of Document Being Continued
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0800 | NSN: 2320-01-481-8579 FSCM: 19207 PART NR: 12479560 SECURITY CLASS: Unclassified | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0800AA | <u>PRODUCTION QUANTITY</u> NOUN: NBC RECON VEH PRON: X10L2B12X1 PRON AMD: 04 ACRN: AA AMS CD: 311071 <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>W909531106H013</td> <td>Y00000</td> <td>M</td> <td></td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>007</td> <td></td> <td></td> <td></td> <td></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>002</td> <td>1</td> <td>30-MAY-2003</td> </tr> <tr> <td>003</td> <td>2</td> <td>30-JUN-2003</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0005 | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W909531106H013 | Y00000 | M | | 2 | | <u>PROJ CD</u> | <u>BRK BLK PT</u> | | | | | 007 | | | | | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 002 | 1 | 30-MAY-2003 | 003 | 2 | 30-JUN-2003 | 3 | EA | \$ 2,810,498.250 | \$ 8,431,494.75 |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | W909531106H013 | Y00000 | M | | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <u>PROJ CD</u> | <u>BRK BLK PT</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 007 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 002 | 1 | 30-MAY-2003 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 003 | 2 | 30-JUN-2003 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0800AB | <u>PRODUCTION QUANTITY</u> NOUN: NBC RECON VEH PRON: X10L2B12X1 PRON AMD: 04 ACRN: AA AMS CD: 311071 <u>Packaging and Marking</u> | 1 | EA | \$ 2,810,498.250 | \$ 2,810,498.25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

