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|--|---------------------------------------|--|---------------------------------------|
| <b>2. Amendment/Modification No.</b><br>P00007 | <b>3. Effective Date</b><br>2003APR03 | <b>4. Requisition/Purchase Req No.</b><br>SEE SCHEDULE | <b>5. Project No. (If applicable)</b> |
|--|---------------------------------------|--|---------------------------------------|

|   |             |        |  |             |        |
|---|-------------|--------|--|-------------|--------|
| <b>6. Issued By</b><br>TACOM<br>SFAB-GCS-W-BCTP<br>PAUL CLENNON (810)753-2064<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br>EMAIL: CLENNONP@TACOM.ARMY.MIL | <b>Code</b> | W56HZV | <b>7. Administered By (If other than Item 6)</b><br>DCMA DETROIT<br>U.S. ARMY TANK & AUTOMOTIVE COMMAND<br>(TACOM)<br>ATTN: DCMAE-GJD<br>WARREN, MI 48397-5000 | <b>Code</b> | S2305A |
|   |             |        | SCD C PAS NONE ADP PT HQ0337   |             |        |

|   |                                     |  |
|---|-------------------------------------|--|
| <b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b><br><br>GM GDLS DEFENSE GROUP L.L.C.<br>14920 TWENTY-THREE MILE ROAD<br>SHELBY TOWNSHIP, MI 48315<br><br>TYPE BUSINESS: Large Business Performing in U.S. | <input type="checkbox"/>            | <b>9A. Amendment Of Solicitation No.</b>                           |
|   | <input type="checkbox"/>            | <b>9B. Dated (See Item 11)</b>                                     |
|   | <input checked="" type="checkbox"/> | <b>10A. Modification Of Contract/Order No.</b><br>DAAE07-02-C-B001 |
| <b>Code</b> INLE2   | <b>Facility Code</b>                | <b>10B. Dated (See Item 13)</b><br>2002MAY18                       |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting And Appropriation Data (If required)**  
SEE SECTION G

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.

|                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/>            | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A.  | The Changes Set Forth In Item 14 Are Made In |
| <input type="checkbox"/>            | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |
| <input checked="" type="checkbox"/> | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  |  |
| <input type="checkbox"/>            | D. Other (Specify type of modification and authority)   |  |

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

**14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
  
SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |  |
|---|--|
| <b>15A. Name And Title Of Signer (Type or print)</b>                                    | <b>16A. Name And Title Of Contracting Officer (Type or print)</b><br>SANDRA E. MCCARROLL<br>MCCARROS@TACOM.ARMY.MIL (586) 573-2072 |
| <b>15B. Contractor/Offeror</b><br><br>_____<br>(Signature of person authorized to sign) | <b>15C. Date Signed</b>  |
|   | <b>16B. United States Of America</b><br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer)                                |
|   | <b>16C. Date Signed</b><br>2003APR03   |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 13****PIIN/SIIN** DAAE07-02-C-B001**MOD/AMD** P00007**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

## SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES/STRYKER

1. This Modification P00007 Contract DAAE07-02-C-B001 is a bilateral action.
2. Add paragraphs C.7.1.1 through C.7.1.3 to Section C of the contract.
3. Add Section J, ASL/PLL parts listings to the contract.
4. Incorporate CDRLS A012 (ASL/PLL Listing) and A013 (ASL/PLL Shipment Status) to the contract.
5. The following clauses are revised:

|                    |                                    |
|--------------------|------------------------------------|
| FAR 52.216-24      | Limitation of Government Liability |
| DFARS 252.217.7027 | Contract Definitization            |

6. The definitized contract will be cost plus fixed fee with the following definitization schedule:

|   |           |
|---|-----------|
| Projected Date to Begin Alpha Effort      | 15 Apr 03 |
| Projected Completion Date of Alpha Effort | 15 Aug 03 |
| Target Date for Contract Definitization   | 15 Sep 03 |

7. The Contractor agrees to accomplish the effort described above at a Not-To-Exceed ceiling price amount of \$9,618,675.00, inclusive of fee.
8. The limitation of Government liability amount is \$4,809,337.50.
9. The total dollars funded for this action are \$4,809,337.50.
10. Except as specifically stated above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 008 \*\*\*

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

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT          |
|---------|--|----------|------|--------------|-----------------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |              |                 |
| 0002    | NSN: 0000-00-000-0000<br>SECURITY CLASS: Unclassified  |          |      |              |                 |
| 0002AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: ASL / PLL PARTS PKG<br/>                     PRON: X11GX226X1 PRON AMD: 02 ACRN: AA<br/>                     AMS CD: 31107180008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     001 W909530080H001 Y00000 M 2<br/> <u>PROJ CD BRK BLK PT</u><br/>                     009<br/> <u>DEL REL CD QUANTITY DEL DATE</u><br/>                     001 1 31-MAY-2003 (E)</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 1        | EA   | \$ ** N/A ** | \$ 2,404,668.75 |
| 0002AB  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: ASL / PLL PARTS PKG<br/>                     PRON: X12GX244X1 PRON AMD: 02 ACRN: AC<br/>                     AMS CD: 31107180008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL</p>  | 1        | EA   | \$ ** N/A ** | \$ 2,404,668.75 |

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

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|---|----------|------|--------------|--------------|
|         | <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br/>                     001 W909530080H002 Y00000 M 1<br/>                     PROJ CD BRK BLK PT<br/>                     009<br/>                     DEL REL CD QUANTITY DEL DATE<br/>                     001 1 31-MAY-2003 (E)</p>  |          |      |              |              |
|         | <p>FOB POINT: Destination<br/><br/>                     SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> |          |      |              |              |
| 0003AA  | <p><u>DATA REQUIREMENTS FOR ICLS</u></p>  |          |      |              |              |
|         | <p><u>Packaging and Marking</u></p>   |          |      |              |              |
| A012    | <p><u>ASL/PLL LISTING</u></p>   | 1        | EA   | \$ ** NSP ** | \$ ** NSP ** |
|         | <p>SECURITY CLASS: Unclassified</p>   |          |      |              |              |
|         | <p><u>Packaging and Marking</u></p>   |          |      |              |              |
|         | <p><u>Inspection and Acceptance</u></p>   |          |      |              |              |
|         | <p>INSPECTION: Destination ACCEPTANCE: Destination</p>  |          |      |              |              |
|         | <p><u>Deliveries or Performance</u></p>   |          |      |              |              |
|         | <p>DOC SUPPL</p>  |          |      |              |              |
|         | <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br/>                     001 3</p>  |          |      |              |              |
|         | <p>DEL REL CD QUANTITY DEL DATE<br/>                     001 1 UNDEFINITIZED</p>  |          |      |              |              |
|         | <p>FOB POINT: Destination</p>   |          |      |              |              |
|         | <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p>  |          |      |              |              |
|         | <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p>   |          |      |              |              |



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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## INTERIM ARMORED VEHICLE (IAV) INTERIM CONTRACTOR LOGISTICS SUPPORT (ICLS)

## C.6 General

C.6.1. The contractor shall provide logistic support for the Interim Armored Vehicles (IAVs) fielded to 1st and 2nd Brigade Combat Teams (BCT). This support shall be referred to within this contract as Interim Contractor Logistics Support (ICLS). The IAV ICLS shall be tailored to several program events: prefielding, post fielding and transition. In addition this contract covers contractor deployment support preparation. The ICLS shall include: maintenance, supply support, technical assistance, logistics planning and management, field exercises, deployment support preparation, program plans and controls, business administration, logistics planning and management, technical manual feedback.

C.6.2 The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions necessary to maintain and sustain a monthly 98% Operational Readiness Rate (ORR) for ICV's and no more than a 24hour Non Mission Capable Status, per class iteration, for low density vehicles (RV, CV, ESV, NBCRV, MGS, FSV, MEV, ATGM) during phase II OPNET and overall BCT average of 90% ORR after phase II OPNET for the vehicle platform less GFE/ASIOE. Upon Completion of Phase II OPNET the contractor shall perform services assisting those trained in such a manner as to maintain and sustain a monthly 90% Operational Readiness Rate (ORR) as defined in C.9.1.the following monthly Operational Readiness Rates (ORR):

C.6.3 The contractor shall maintain 1st and 2nd Brigade Combat Team (BCT) Operational Readiness Floats (ORFs) within the Brigade Support Battalion (BSB) maintenance area.

## C.6.4 RESERVED

C.6.5. The Field Service Reps performing ICLS IAW this contract shall serve as System Field Service Reps. System Field Service Reps (FSR) shall direct user representatives to existing supply and maintenance sources for Associated Support Items of Equipment (ASIOE), GFE, or other Mission Equipment, not covered by this contract, but added to the vehicle platform making it a comprehensive system. Sources for exiting supply and maintenance support for these other items may be organic capability, Logistics Assistance Reps, or other contractors providing such coverage. The government will provide and update a list of existing supply and maintenance sources for items not covered by this contract for use by the system FSR in directing user inquiries.

## C.7 ICLS Supply Support Services

C.7.1 The contractor shall provide all spare and repair parts for the IAV vehicles fielded to the 1st and 2nd Brigade Combat Teams. This includes spare and repair parts which may have existing NSNs and government established Sources of Supply (SOS), new unique consumables traditionally managed by DLA, and new unique reparables traditionally managed by TACOM.

## C.7.1.1 Authorized Stockage List (ASL) /Prescribed Load List (PLL)

Contractor will develop and provide to the Government an ASL/PLL to support the fielded STRYKER vehicles. The ASL is a 30 day supply of repair parts for support of STRYKER Brigade Support Battalion (BSB) main activities. The PLL is a 15 day supply of repair parts for support of a STRYKER unit's daily field maintenance operations. The ASL/PLL shall include parts that are mission essential. The ASL/PLL shall include parts used for field level maintenance tasks and parts that could have safety implications. The purpose of the initial ASL/PLL stockage is to provide for the optimum mix of non-demand supported parts that achieve the maximum operational availability at minimum cost. This ASL/PLL list will serve to reduce the logistics footprint, reduce total ownership cost and enhance deployability. The contractor shall provide initial ASL/PLL listing that provides an accurate representation of the range and depth of spares/repair parts required at all locations for the weapons system. Contractor shall ensure all parts are included in the TACOM provisioning files and identified in the TACOM Repair Parts & Special Tools List (RPSTL). The initial ASL/PLL list of parts cannot exceed 300 lines. Contractor shall provide to the Government the initial listing of ASL/PLL requirements and all future updates on CDRL A012. Contractor shall incorporate all changes to these listings that are a result of contractor initiated vehicle engineering changes and all changes as a result of safety issues.

C.7.1.2 The contractor shall provide ASL/PLL Repair Parts Packages for the IAV fielded vehicles as follows: (a) One ASL and Four PLL for 3/2 Brigade and (b) One ASL and Four PLL for 1/25 Brigade. (The STRYKER PLL must be quadrupled (Four PLL) in order to provide 1 set for each Combat Repair Team (CRT)). The contractor shall deliver all parts in current configuration and to the latest drawing revision. The contractor shall package parts IAW best commercial practice.

C.7.1.3 The contractor shall provide shipment status under CDRL A013.

C.7.2 The contractor shall provide all spare and repair parts required to maintain interface to any installed GFE. (e.g. brackets, mounts, shock mounts, trays, cables, etc.) In addition the contractor shall provide all spare and repair parts for the following GFE; M13A1 GPFU, AN/VDR-2 mount, and VIS/VIC3.

C.7.3 Spare and repair parts for all Government Furnished Equipment (GFE) added to the vehicle after DD 250 acceptance is not the

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contractors responsibility. System Field Service Reps, in accordance with C.6.5, shall direct user representatives to existing supply sources for ASIOE, GFE and other Mission Equipment, not covered by this contract but added to the vehicle platform.

**C.7.4 RESERVED**

C.7.4.1 The contractor shall store and maintain, (e.g., keep to current production configuration, shelf life management) for deployment within short notice (48 hours of notification), a Strategic Configured Sustainment Support Package (SCSSP) at the Auburn ICLS facility. The initial SCSSP is covered under a separate contract action. This contract entails only storage, maintenance and outloading / delivery of SCSSP to APOE/SPOE. These items shall need not be stored as assembled sets, however, they shall be identified as SCSSP items and shall not be not utilized to fulfill other ICLS requirements.

C.7.5 The Contractor is responsible for the proper care, maintenance, protection, preservation and repair of all Government property and facilities provided.

C.7.6 The Contractor shall maintain a database containing all parts acquired in support of this contract. The contractor shall deliver an electronic file, in contractor format, of that database as described in CDRL A002.

C.7.7 The contractor shall issue consumable items for IAVs only. The contractor shall document an initial process for the issue of consumable items to user representatives and submit in contractor format per CDRL A003. The initial procedures shall be able to be tailored to conform to local retail supply procedures which may be imposed.

C.7.7.1 The contractor shall issue serviceable repairable items from inventory only upon the physical receipt of a returned repairable unserviceable item from an IAV platform. The contractor shall confirm that the returned item is unserviceable and from an IAV before a replacement is issued after which the repairable item will be fixed IAW ICLS repair procedures. The contractor shall document an initial process for the receipt, inspection, and issue of repairable items to user representatives and submit in contractor format per CDRL A003. The initial procedures shall be able to be tailored to conform to local retail supply procedures which may be imposed.

C.7.7.2 The contractor shall repair returned unserviceable repairable items IAW manufacturer repair standards. In the event manufacturers repair standards do not exist, the items shall be repaired to a like new condition. The contractor shall allow the government access to review repair standards, repair processes and inspection/tests used. The contractor shall not repair items where the repair cost exceeds 100% of the replacement cost. The contractor shall issue repaired parts when available. The contractors supply database (See paragraph C.7.6 above) shall include quantities of repairable parts returned, repairable parts repaired and repaired repairable parts issued.

C.7.8 The contractor shall track repair costs related to repair of any repairable item issued. These repair costs shall be recorded in the contractors database and delivered with reports described in CDRL A004.

C.7.9 The contractor shall be responsible for all inventory management functions for parts required to meet the ICLS readiness rate requirements. The contractor shall be responsible all procurement, packaging, handling, transportation, storage, maintenance and issue of parts related to meeting the readiness rate requirements of this contract.

C.7.10 The contractor will ensure that all IAV common and unique platform parts issued in support of this contract shall be free of cadmium, hexavalent chromium, and other highly toxic or carcinogenic materials. Any part that the contractor proposes to acquire, for use under this contract, that may contain any of these substances must be approved by the Government. (see paragraph C.5)

**C.8 ICLS Maintenance**

C.8.1 The contractor shall establish a maintenance capability in proximity of Ft Lewis/Yakima Training Center to perform maintenance required for the IAVs of the 1st and 2nd BCT to achieve the readiness rate requirements defined in Paragraph C.6.2. The contractor shall be required to perform maintenance at Auburn, Ft Lewis, and the Yakima Training Center. The Government will provide locations and facilities, co-located within the BSB maintenance areas and Combat Repair Teams (CRT) work areas.

C.8.2 The contractor shall perform all Field Level Preventative Maintenance Checks and Services (PMCS) (Semiannual, Annual and Biannual services and any hour and mileage services that would fall within those calendar intervals) and all scheduled field maintenance actions for the IAV vehicles, to include Contractor provided GFE mounting and all GFE specified in paragraph C.7.2 . The contractor shall provide the personnel, transportation, and tools to perform all field level scheduled maintenance actions required.

C.8.2.1 Upon completion on Operator NET, the contractor shall assist those trained operators in the performance of operator PMCS and all operator maintenance tasks, as required.

C.8.2.2 Upon completion of Field Level Maintenance NET, the contractor shall assist those trained maintainers in the performance of all unscheduled maintenance actions, as required.

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C.8.3 The Government will provide standard POL supply and overhead lift support for the IAV vehicles at Fort Lewis and Yakima Training Center.

C.8.4 All IAV maintenance shall be performed IAW the IAV Technical Manuals. If IAV Technical Manuals do not provide complete coverage needed to perform the required maintenance, the contractor shall perform maintenance IAW published Original Equipment Manufacturers (OEM) procedures. In the absence of OEM procedures, the contractor will perform maintenance based on best commercial practices. The Contractor shall report missing maintenance procedures for incorporation into the IAV Technical Manuals as required by the IAV support concept. System Field Service Reps, in accordance with C.6.5, shall direct user representatives to existing maintenance sources for ASIOE, GFE and other Mission Equipment, not covered by this contract but added to the vehicle platform.

C.8.5 Evacuation: The U.S. Army will provide recovery and evacuation of IAVs to supporting maintenance facilities. The contractor shall provide supervision of recovery activities as needed. The contractor is responsible for evacuation of any subsequent materials or system components to any specialized repair facility and/or subcontractor facility.

C.8.6 The contractor is responsible for providing all tools required to support all ICLS operations ( Auburn, Yakima Training Center, Fort Lewis and all training events).

C.8.7. RESERVED

#### C.9 ICLS Readiness

C.9.1 The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions necessary to maintain and sustain a monthly 98% Operational Readiness Rate (ORR) for ICV's and no more than a 24 hour Non Mission Capable Status, per class iteration, for low density vehicles (RV, CV, ESV, NBCRV, MGS, FSV, MEV, ATGM) during phase II OPNET and following the completion of Phase II OPNET an overall IAV average of 90% ORR for the vehicle platform less GFE/ASIOE. Vehicle readiness will be determined using the Non-Mission Capable (NMC) criteria contained in the IAV (platform) TM/IETM documentation. The monthly fleet ORR is calculated by dividing available days by possible days, where possible days is equal to the number of vehicles in the fleet times the number of days in the month, and available days is equal to the number of possible days minus the number of non mission capable days. Operational Readiness Floats (ORFs) will be reported separately after issued to the BSB. The contractor shall provide readiness reports for the BCT(s) until such time as the units commence formal readiness reporting. (CDRL A005).

C.9.2 The Contractor must provide parts and perform unscheduled maintenance actions to remove vehicles from Non-Mission Capable Supply (NMCS) and Non-Mission Capable Maintenance (NMCM) status. NMC time will commence after the vehicle has been downloaded of all ammunition and inspections have been completed. The Contracting Officer's Representative (COR) may approve the exclusion of any vehicle in the monthly ORR.

C.9.3 In the event of a serious accident or incident, the corrective action will not commence until all investigations and vehicle inspections have been completed. The Contracting Officer's Representative (COR) may approve the exclusion of the vehicle in the monthly ORR.

#### C.10 - ICLS Coverage for Field Exercise

C.10.1 The Contractor shall perform the ICLS services for field exercises. For estimating purposes, it is anticipated that four Battalion sized Task Force Exercises will be conducted per year (approximately one per quarter) within CONUS. Exercises in excess of this will be separately negotiated.

C.10.2 The Contractor shall support all the 1st and 2nd Brigade Combat Teams field exercises providing supply, maintenance, and technical assistance necessary to maintain the readiness rate requirements required by paragraph C.6.2.

C.11 ICLS Deployment Support Plan. The contractor will provide a ICLS Deployment Support Plan under CDRL A006. The Deployment Support Plan shall encompass requirements of C.11.1 - C.11.8. Contractor's plan shall address aggregate IAV readiness rate objectives while deployed.

C.11.1 The Contractor shall perform the ICLS services for all deployments using Attachment 1, Contractor Support in the Theater of Operations as a guide for Deployment Requirements IAW Army Regulations.

C.11.2 Deployment ORR Objectives. Reserved.

C.11.3 The Contractor will deploy with the 1st and 2nd Brigade Combat Team and/or elements of the 1st and 2nd Brigade Combat Team to maintain the IAV readiness rate goal specified in C.11.2. The contractor shall deploy spare and repair parts, parts management/issuing capability, maintainers, technical advisors repair capability and any and all support items necessary to meet the readiness goal. The Government will provide transportation of personnel and material to the deployment sites in accordance with the Commanders Time Phased Deployment Data (or at the commanders prerogative).

C.11.4 The Contractor shall be staffed and configured to support battalion-sized task forces operating in the same or separate

|                           |  |                     |
|---------------------------|--|---------------------|
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locations for deployment while sustaining support in garrison during the performance of this contract.

C.11.5 The ICLS activity shall be configured to deploy with the unit using Government provided vehicles, shelters, transportation and power generating equipment. All contractor equipment shall be capable of being operated in a forward deployed field location under combat conditions.

C.11.6 Contractor shall provide a cost estimate the Deployment Support within 24 hours of a request by the Contracting Officer.

C.11.7 Contractor personnel should be ready to deploy within 48 hours of Contracting Officer notification using military (or government furnished civilian) transportation by land, sea, or air. This includes maintaining current information IAW Deployment Guide.

C.11.8 Contractor personnel shall agree to abide by the rules of engagement, policies and procedures identified within Army Regulations for Contractor Deployments. Contractor shall also use attachment 1, Contractor Support in the Theater of Operations as a guide. The contractor shall augment any deployment with additional personnel as needed and provide backfill personnel to non-deployed units as necessary.

C.12. Warranties

C.12.1 Pass-Through Warranties. The contractor shall pass through all applicable warranties offered from their subcontractors and vendors associated with IAV vehicles and/or spare/repair parts. The contractor shall provide a list of the warranted parts and assemblies unique to this contract per (CDRL A010). The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the extent of the warranty. Actual copies of subcontractor/vendor warranties shall be provided to the Government upon request.

C.12.2 Adjustments for All Warranties. Contractor shall identify under CDRL A003 and A004, on a monthly basis, all parts repaired, replaced, or serviced based upon all applicable warranty coverage included in DAAE07-00-D-M051 or any other contract issued during the performance of this contract. The contractor will determine the appropriate contract fund transfers, if required. At the request of the government a joint review will be conducted of the data provided under CDRL A003 & A004, to include any contract fund transfers.

C.13 Transportation.

C.13.1 The contractor shall be responsible for the transportation of contractor provided supplies, parts, tools, etc to Ft Lewis and Yakima Training Center. The Government will provide transportation of parts, materials and tools to field activity and deployment sites.

C.13.2 The contractor shall be responsible and provide all ICLS team vehicles.

C.14 Disposal of Material.

C.14.1 Material requiring disposal shall be disposed of through the local (Fort Lewis/DCMC) Property Disposal Office. The contractor shall dispose of any parts treated with or containing Hexavalent Chromium or Cadmium IAW their Hazardous Material Plan in CDRL A001.

C.15 Period of Performance. The period of performance for this scope of work begins at the award of this contract and continues in full month intervals. The period of performance is two (2) years. The period of performance may be extended in full month intervals by mutual agreement until such time as the final IAV logistic support solution has been implemented.

C.16 Transition. The contractor shall work with the government in developing a transition plan to the 1st and 2nd BCTs from ICLS to the final approved IAV support concept. This plan will include schedules for transition of supply support and maintenance activities. This plan will account for the disposition of all assets acquired to support the ICLS. The transition plan will be prepared in contractor format. The contractor shall deliver draft and final versions of the agreed upon transition plan to the government IAW CDRL A007.

C.16.1. Remaining inventory is defined as inventory that was acquired by the contractor for use under this contract, or on order, at the time the contract ended. This includes any returned unserviceable on hand or unserviceables under repair at other vendors or items procured to facilitate their repair. The ending inventory list will be reviewed by the Government/contractor to determine the current status of the inventory listed. The contractors Government Property Administrator (GPA) will certify the remaining inventory. This certification will be submitted within 30 days of contract expiration under CDRL A008

C.16.1.1. If any item in the inventory is determined to be obsolete due to a government directed vehicle configuration change, but is still a valid item for the contractors other production business, the contractor will take ownership and the costs (all procurement costs) will be deducted from this contract.

C.16.1.2. If any item in the inventory is determined to be obsolete due to a government directed vehicle configuration change, but

|                           |   |                      |
|---------------------------|---|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE07-02-C-B001 <b>MOD/AMD</b> P00007 | <b>Page 10 of 13</b> |
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is no longer in the contractors production business, the government will take possession. No later than 60 days after this determination is made, the Government will provide the contractor with disposition instructions.

C.16.1.3. If any item in the inventory is determined to be obsolete due to a contractor directed vehicle configuration change, the contractor will take ownership and the costs (all procurement costs) will be deducted from this contract. Contractor changes include those required to comply with the vehicle performance specifications and changes required to correct non conformance with the vehicle performance specifications.

C.16.1.4. If any item in the inventory is determined to be current on any of the IAV configurations and free of hexavalent chromium/cadmium excluding specifically allowed usages, the government will take possession of the inventory. No later than 60 days after contract completion, the Government will provide the contractor with disposition instructions.

C.16.2. Reserved

C.16.3. Throughout the life of this contract the contractor shall manage the inventory so as to minimize the amount of unused inventory.

\*\*\* END OF NARRATIVE C 003 \*\*\*

**CONTINUATION SHEET**

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SECTION G - CONTRACT ADMINISTRATION DATA

| LINE<br>ITEM | PRON/<br>AMS_CD           | ACRN | OBLG STAT/<br>JOB_ORD_NO | PRIOR AMOUNT | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>AMOUNT |
|--------------|---------------------------|------|--------------------------|--------------|-----------------------------|----------------------|
| 0002AA       | X11GX226X1<br>31107180008 | AA   | 1<br>1GXP21              | \$ 0.00      | \$ 2,404,668.75             | \$ 2,404,668.75      |
| 0002AB       | X12GX244X1<br>31107180008 | AC   | 1<br>2GXP03              | \$ 0.00      | \$ 2,404,668.75             | \$ 2,404,668.75      |
|              |                           |      |                          | NET CHANGE   | \$ 4,809,337.50             |                      |

| SERVICE<br>NAME | NET CHANGE<br>BY ACRN | ACCOUNTING CLASSIFICATION             | ACCOUNTING<br>STATION | INCREASE/DECREASE<br>AMOUNT |
|-----------------|-----------------------|---------------------------------------|-----------------------|-----------------------------|
| Army            | AA                    | 21 12033000015R5R07P31107131E9 S20113 | W56HZV                | \$ 2,404,668.75             |
| Army            | AC                    | 21 22033000025R5R07P31107131E9 S20113 | W56HZV                | \$ 2,404,668.75             |
| NET CHANGE      |                       |                                       |                       | \$ 4,809,337.50             |

|                       | PRIOR AMOUNT<br>OF AWARD | INCREASE/DECREASE<br>AMOUNT | CUMULATIVE<br>OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 45,000,000.00         | \$ 4,809,337.50             | \$ 49,809,337.50        |

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## SECTION I - CONTRACT CLAUSES

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---------------|------------------------|--------------|-------------|
|---------------|------------------------|--------------|-------------|

|             |           |                                    |          |
|-------------|-----------|------------------------------------|----------|
| I-1 CHANGED | 52.216-24 | LIMITATION OF GOVERNMENT LIABILITY | APR/1984 |
|-------------|-----------|------------------------------------|----------|

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$35,000,000.00 dollars for CLIN 0001 and \$4,809,337.50 dollars for CLIN 0002.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$4,809,337.50 dollars.  
(End of clause)

|             |              |                         |          |
|-------------|--------------|-------------------------|----------|
| I-2 CHANGED | 252.217-7027 | CONTRACT DEFINITIZATION | OCT/1998 |
|-------------|--------------|-------------------------|----------|

(a) A Cost Plus Fixed Fee contract is contemplated. The Contractor agrees to submit a proposal for this contract and to promptly begin negotiating with the Contracting Officer the terms of a definitive contract which 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.

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

|                                    | <u>CLIN 0001</u> | <u>CLIN 0002</u> |
|------------------------------------|------------------|------------------|
| Submission of Qualifying Proposal: | 28 Jun 02        | 30 May 03        |
| Beginning of Negotiations:         | 14 May 02        | 2 Jun 03         |
| Target Date for Definitization:    | 28 Aug 02        | 15 Sep 03        |

(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 this undefinitized contract action will include a negotiated cost plus fixed fee which shall in no event exceed \$9,618,675.00.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>             | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|--------------------------|-------------|----------------------------------|-----------------------|
| Attachment 002                   | ASL / PLL PARTS LISTINGS |             | 008                              | EMAIL                 |