

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Cost-Plus-Fixed-Fee

Page 1 Of 16

|                                     |                                |   |                                |
|-------------------------------------|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No.<br>08 | 3. Effective Date<br>2013JAN17 | 4. Requisition/Purchase Req No.<br>SEE SCHEDULE | 5. Project No. (If applicable) |
|-------------------------------------|--------------------------------|---|--------------------------------|

|  |                |  |                |
|--|----------------|--|----------------|
| 6. Issued By<br>U.S. ARMY CONTRACTING COMMAND<br>JONATHAN W. LENZ<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br><br>EMAIL: JONATHAN.W.LENZ.CIV@MAIL.MIL | Code<br>W56HZV | 7. Administered By (If other than Item 6)<br>DCMA DETROIT<br>35803 MOUND ROAD<br>STERLING HEIGHTS MI 48310 | Code<br>S2305A |
|--|----------------|--|----------------|

|   |                                     |  |
|---|-------------------------------------|--|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>GM GDLS DEFENSE GROUP, L.L.C.<br>38500 MOUND RD<br>STERLING HEIGHTS, MI 48310-3260 | <input type="checkbox"/>            | 9A. Amendment Of Solicitation No.                                |
|   | <input type="checkbox"/>            | 9B. Dated (See Item 11)  |
|   | <input checked="" type="checkbox"/> | 10A. Modification Of Contract/Order No.<br>W56HZV-07-D-M112/0267 |
|   | <input type="checkbox"/>            | 10B. Dated (See Item 13)<br>2012JUN07                            |
| Code INLE2  | Facility Code                       |  |

**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)**

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
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:  | Agreement of the Parties                     |
| <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.

|  |  |  |                               |
|--|--|--|-------------------------------|
| 15A. Name And Title Of Signer (Type or print)                                    | 16A. Name And Title Of Contracting Officer (Type or print)<br>MICHAEL R. CHANEY<br>MICHAEL.R.CHANEY.CIV@MAIL.MIL (586)282-2068 |  |                               |
| 15B. Contractor/Offeror<br><br>_____<br>(Signature of person authorized to sign) | 15C. Date Signed   | 16B. United States Of America<br>By _____ /SIGNED/<br>(Signature of Contracting Officer) | 16C. Date Signed<br>2013JAN17 |

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

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JONATHAN W. LENZ  
 Buyer Office Symbol/Telephone Number: CCTA-AIL-B/(586)282-2054  
 Type of Business: Large Business Performing in U.S.  
 Surveillance Criticality Designator: B  
 Weapon System: Miscellaneous Combat Vehicles  
 Kind of Modification: Supplemental Agreement

\*\*\* End of Narrative A0000 \*\*\*

Stryker Exchange Program  
 Contract W56HZV-07-D-M112  
 Delivery Order 0267  
 Modification 08

1. This Modification 08 to Delivery Order 0267 under Contract W56HZV-07-D-M112 is a bilaterally executed supplemental agreement.
2. The purpose of this Modification 08 is to: (1) incorporate CDRL X002-PARTS LIST and CDRL X004 Acceptance Matrix; (2) augment the conditional acceptance terms and conditions as outlined in Modification 06; (3) provide shipping instructions for January vehicle deliveries; and (4) revise the estimated date of definitization.
3. Section J of Delivery Order 0267 adds Attachment 0001, Data Item X002 Parts List, and Attachment 0002, Data Item X004 Acceptance Matrix. Attachment 0001 and Attachment 0002 are now referenced in Section C, Scope of Work (SOW).
4. Conditional Acceptance. The conditional acceptance terms and conditions specified in Modification 06 are hereby augmented. Except as stated below, all other terms and conditions of Modification 06 remain in full force and effect.
5. Conditional Acceptance Agreement.

a. The conditional acceptance of the below referenced vehicles is contingent upon full compliance with the terms and conditions of this modification. Failure to meet any requirement contained herein, or failure to comply with any milestone identified in this modification, any retrofit corrective action requirements or any other condition of the modification may be, upon PCO review, grounds for revoking this modification and may end the conditional acceptance agreement.

b. Furthermore, the Contracting Officer may suspend this vehicle conditional acceptance agreement based on the Contractor's failure to comply with other Stryker Program contractual agreements.

6. Government Furnished Material (GFM) Shortages.

a. The list provided below shall supplement the list provided at Paragraph 13(b) of Modification 06. Stryker Exchange Double-V Hull (DVH) Infantry Carrier Vehicles (ICVV) may be conditionally accepted without the following:

| <u>NSN</u>            | <u>Part No.</u> | <u>Description</u> | <u>Comment</u>               |
|-----------------------|-----------------|--------------------|------------------------------|
| 1. 2540-01-606-1083-R | 10687207-001    | Seat, Rear Sentry  | Note 1 (2 seats per vehicle) |

Note 1. ICVV Exchange Vehicles will be conditionally accepted without the entire Rear Sentry Seat assembly installed (2 seats per vehicle). The contractor shall be responsible for installing the Rear Sentry Seat assembly in the vehicles post-DD 250. The contractor shall test/inspect to the applicable TM/IETM paragraphs during installation. The Contractor shall reconcile all Non-GFM and Exchange Reuse/Reclaim GFM Shortages at the first opportunity after part arrival at the vehicle location, but NLT the next semi-annual scheduled service for the vehicle. The contractor reserves its right to an equitable adjustment in the event the cost to install GFM shortages in the field costs more than installation in the production facility. The DD 250 must be annotated for any missing Rear Sentry Seats.

b. Part of RWS Assembly - Ammo Box (P/N 68112363-01) is hereby removed from the shortage list. Vehicles may not be conditionally accepted without the Ammo Box.

7. Reclaim parts/hardware/components listed in Attachment 0001 may be inspected and accepted in accordance with the criteria established in Attachment 0002. Any additional acceptance criteria anomalies must have COR approval via a Defective Government Material Report (DGMR).
8. Government Furnished AFES battery backup modules may be accepted as is (i.e. charged or discharged).
9. Basic Issue Items (BII), Overpack, Components of End Items (CEI) and AAL. Stryker Exchange Double-V Hull (DVH) Infantry Carrier

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 16****PIIN/SIIN** W56HZV-07-D-M112/0267**MOD/AMD** 08**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP, L.L.C.

Vehicles (ICVV) may be accepted and shipped without the following:

| <u>NSN</u>           | <u>Part No.</u>               | <u>Description</u>         |
|----------------------|-------------------------------|----------------------------|
| 1. 5220-20-001-7475  | 10659039-001/<br>10688969-001 | Armor No-Go Gauge          |
| 2. 8105-01-163-5165  | 10501679                      | Bag Stowage, Driver        |
| 3. 8105-21-920-4362  | 10639406                      | Bag, Sand Bag Cover        |
| 4. 5140-20-000-3562  | 10603957                      | Bag, Tool                  |
| 5. 5340-21-921-5679  | 10627481-PG                   | Bracket, LH                |
| 6. 5340-21-921-5682  | 10627480-PG                   | Bracket, RH                |
| 7. 7610-20-001-8105  | 10658802-001                  | Checklist Covers           |
| 8. 5310-21-914-9320  | 10618735                      | Clamping Washer            |
| 9. 4730-01-171-2275  | 10512396                      | Coupling Assy, EMG         |
| 10. 4730-01-171-2276 | 10512399                      | Coupling Assy, Service     |
| 11. 6650-21-914-8130 | 10638302                      | Cover, Driver's Periscope  |
| 12. 2590-20-000-0247 | 10653197-011                  | Cover, Front               |
| 13. 6220-21-920-4399 | 10638300                      | Cover, Head Light          |
| 14. 2590-20-000-0201 | 10655486-001                  | Cover, Commander Periscope |
| 15. 6220-21-920-4401 | 10638301                      | Cover, Tail Light          |
| 16. 5340-20-001-7517 | 10660226-001                  | Cover, DVE                 |
| 17. 2590-20-000-0256 | 10640335-001                  | Cover, Heat Exchanger      |
| 18. 2590-20-000-0206 | 10654969-011                  | Cover, Periscope           |
| 19. 4730-01-604-7628 | LS1081972                     | Drain Plug, Large          |
| 20. 4730-01-604-7627 | LS1081967                     | Drain Plug, Small          |
| 21. 4720-20-000-7467 | 10651924-011                  | Fuel Transfer Hose         |
| 22. Not Provided     | 10658655-001                  | Gasket, Antenna            |
| 23. 2590-01-598-3695 | LS1082909                     | Heater Conversion Kit      |
| 24. 4910-21-920-4694 | 10603682                      | Inflation Assembly         |
| 25. 5120-21-915-0034 | 10603410-2                    | Key, Special               |
| 26. 5120-21-915-0035 | 10603410-2                    | Key, Special               |
| 27. 4010-01-256-0470 | 10638480                      | Link Master                |
| 28. 5210-01-411-0862 | B1822BH030R                   | M3 Flat Washer             |
| 29. 5310-01-474-5219 | B1822BH030N                   | M3 Flat Washer             |
| 30. 2590-20-000-0105 | 10655895-001                  | Mine Mount                 |

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|     |                  |                 |                            |
|-----|------------------|-----------------|----------------------------|
| 31. | 5120-01-428-8005 | 10656973-001    | Mirror Inspection          |
| 32. | Not Provided     | 10663465-011PEG | Module                     |
| 33. | Not Provided     | 10663474-011PEG | Module                     |
| 34. | 5310-01-433-4095 | B18241B030      | Nut, Plain, Hex            |
| 35. | 2540-01-606-3644 | LS1083358       | Pintle, Towing Assy        |
| 36. | 5340-20-000-9448 | 10651937-001PEG | Plate                      |
| 37. | 5340-20-000-9454 | 10651936-001PEG | Plate                      |
| 38. | 5340-21-921-5610 | 10638511-PG     | Plate Stop                 |
| 39. | 4020-20-000-0583 | 10655344-001    | Rope, Synthetic            |
| 40. | 8105-21-921-7139 | 10655389-001    | Rope, Synthetic Bag        |
| 41. | 5340-21-914-7337 | 10553538        | Safety Seal                |
| 42. | 5305-01-388-4129 | B18231B12025N   | Screw                      |
| 43. | Not Provided     | B1867BC030130   | Screw, Pan Head, M5 x 13   |
| 44. | Not Provided     | 115-214155-001  | Seat Cutter                |
| 45. | 6220-20-001-1974 | 10658227-001    | Side Marker Covers         |
| 46. | 3950-01-347-9666 | 10654479-001    | Snatch Block               |
| 47. | 5365-20-001-0117 | 10658039-001    | Spacer                     |
| 48. | 8105-21-920-4361 | 10638306        | Stowage Bag                |
| 49. | 8105-20-000-2978 | 10557985-PG     | Stowage Bag                |
| 50. | 8105-21-914-5368 | 10638205        | Stowage Bag                |
| 51. | 8105-21-920-4304 | 10638206        | Stowage Bag                |
| 52. | 5340-20-000-0438 | 10607670-10     | Straps                     |
| 53. | 5340-20-006-7396 | 10607670-110    | Straps                     |
| 54. | 5340-21-913-8933 | 10607670-100    | Straps Stowage Spare - 100 |
| 55. | Not Provided     | 5361A42         | T-Handle                   |
| 56. | 2640-01-373-3539 | 10502808        | Tire Puncture Repair Kit   |
| 57. | 6150-01-603-6910 | LS1082088       | W412-10 Cooker Cable       |
| 58. | 5310-01-454-3901 | B1822BH120R     | Washer                     |
| 59. | 7690-01-434-3677 | DAT-20-619      | White Label Maker .5 x 1.0 |
| 60. | 6110-20-000-0869 | 10652414-001    | Winch Remote               |
| 61. | Not Provided     | 10657267PA01    | Windshield Assy            |
| 62. | 5340-20-000-6785 | 10657220-001    | Air Stowage Strap, Long    |
| 63. | 5340-20-000-3483 | 10655610-001    | Air Stowage Strap, Short   |

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|     |                  |                 |   |
|-----|------------------|-----------------|---|
| 64. | 8105-01-163-5165 | 10501679        | Bag, Stowage, MK19                        |
| 65. | 1005-25-150-4630 | DRW-1145        | Bracket, Remote Cocking Breechblock, M2   |
| 66. | 1005-25-150-4629 | DRW-1146        | Bracket, Remote Cocking Breechblock, M19  |
| 67. | 3040-25-150-4633 | DRW-1183        | Cocking Bolt, M2                          |
| 68. | 5325-25-150-7955 | 68098423-00     | Damper Screw                              |
| 69. | 5340-25-150-8518 | 68098391-00     | Damper, Bumper, Rubber                    |
| 70. | 5315-25-150-4632 | DRW-1184        | Fastening Bolt M2 Anchor                  |
| 71. | DTS C 20-15      | PN on ANAD LIST | Protective Cap                            |
| 72. | 2540-25-150-4725 | 68095712-00     | RWS Equipment Bag                         |
| 73. | 2590-25-150-4724 | 68095708-00     | RWS Weather Cover                         |
| 74. | 2540-25-150-9061 | 68112438-00     | Sight Clamp Assy                          |
| 75. | 4720-01-179-9869 | DIK-201018      | Air Hose                                  |
| 76. | 5110-00-293-2336 | 10501970        | Ax, Single Bit                            |
| 77. | 2540-00-670-2459 | 10510977        | Bag, Assembly, Pamphlet                   |
| 78. | 5140-00-473-6256 | 10502799        | Bag, Tool Satchel                         |
| 79. | 5120-00-224-1372 | 02710           | Bar Pinch, 26-in                          |
| 80. | 7510-00-889-3494 | 10510978        | Binder, Loose Leaf, 3-Ring                |
| 81. | 5340-01-466-5928 | 5-45-3353       | Bracket, M100                             |
| 82. | 8020-00-205-6512 | A-A-3193        | Brush, Paint                              |
| 83. | 7920-00-269-1259 | 20010           | Brush, Wire Scratch                       |
| 84. | 2590-00-148-7961 | 10502786        | Cable Kit, Special Purpose                |
| 85. | 7240-01-337-5269 | 05482           | Can, Gasoline, Military                   |
| 86. | 7240-00-089-3827 | 10502791        | Can, Water, Military Plastic 5-gallon     |
| 87. | 8345-00-178-8437 | MIL-F-40045     | Case, Flag M-238 38-in                    |
| 88. | 2540-00-678-3469 | 7979235         | Chock, Wheel Track                        |
| 89. | 4930-00-678-7374 | 308730A         | Coupler, Hydraulic                        |
| 90. | 5110-00-595-8229 | 0690C           | Cutter, Wire Rope 0.116                   |
| 91. | 4230-01-466-9095 | EA-PRF-2163     | Decon App ABC-M100                        |
| 92. | 5120-00-243-7328 | 13912           | Extension, Socket Wrench                  |
| 93. | 5120-01-335-1050 | 3819253         | Extension, Socket Wrench, 5-in, 1/2-in Dr |
| 94. | 4210-01-391-0784 | A-A-52471       | Fire Extinguisher                         |
| 95. | 6545-00-922-1200 | 11677011        | First Aid Kit GP Rigi                     |

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|      |                  |                  |                               |
|------|------------------|------------------|-------------------------------|
| 96.  | 8345-00-227-1406 | MIL-F-40045      | Flag Sig Cbt Veh, Green       |
| 97.  | 8345-00-227-1511 | MIL-F-40045      | Flag Sig Cbt Veh, Red         |
| 98.  | 8345-00-227-1405 | 8345002271405    | Flag Sig Cbt Veh, Yellow      |
| 99.  | 8345-00-242-3650 | 8345002423650    | Flag Staff, Wood, 3-ft        |
| 100. | 6230-00-264-8261 | 10501984         | Flashlight                    |
| 101. | 7240-00-559-7364 | 04254603         | Funnel, Steel, Flex Spout     |
| 102. | 4940-00-333-5541 | A-A-55543        | Gun, Air Blow                 |
| 103. | 5120-00-061-8546 | 04532            | Hammer, Hand, Ballpeen        |
| 104. | 5120-00-243-2957 | 01116            | Hammer, Hand, Sledge          |
| 105. | 5120-00-288-6574 | 10501973         | Handle, Mattock-Pick          |
| 106. | 5120-00-230-6385 | 14U1502          | Handle, Socket Wrench         |
| 107. | 5120-00-709-4072 | 13-938           | Handle, Socket Wrench Slide-T |
| 108. | 5120-01-146-8096 | 1318250          | Jack, Hydraulic, Hand, 12-ton |
| 109. | 5120-01-335-1508 | 3819267          | Key Set, Socket Head          |
| 110. | 6530-01-380-7309 | 100047           | Litter, Folding 91.60-in      |
| 111. | 4930-01-434-4067 | 1134             | Lubricating Gun, Hand         |
| 112. | 5120-00-243-2395 | 00210            | Mattock, Pick                 |
| 113. | 4930-00-262-8870 | 50-517           | Oiler, Hand                   |
| 114. | 5340-01-408-8452 | 100GKA10         | Padlock                       |
| 115. | 8345-00-174-6865 | 3819270          | Panel Mark, Red-Yellow        |
| 116. | 5120-00-223-7397 | 10510983         | Pliers, Slip Joint            |
| 117. | 5120-00-278-0352 | 12230            | Pliers, Slip Joint            |
| 118. | 4020-01-579-7011 | T318-030TT-BLACK | Quick Recovery Rope           |
| 119. | 2640-00-922-6921 | 1529405          | Repair Kit, Tubeless Tire     |
| 120. | 5120-00-234-8913 | 033-002051-001   | Screwdriver, Cross T          |
| 121. | 5120-00-542-3438 | 5120005423438    | Screwdriver, Cross T          |
| 122. | 5120-00-062-0813 | B107.15          | Screwdriver, Flat Ti          |
| 123. | 5120-00-293-3309 | 91064            | Screwdriver, Flat Ti          |
| 124. | 5120-00-293-3336 | 10501972         | Shovel, Hand                  |
| 125. | 5120-01-349-1042 | 3819321          | Socket, Socket Wrench         |
| 126. | 5120-01-348-9033 | B107.5M          | Socket, Socket Wrench         |
| 127. | 5120-01-348-9035 | 5120013489035    | Socket, Socket Wrench         |
| 128. | 5120-01-348-9037 | 3819325          | Socket, Socket Wrench         |

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|      |                  |                |                                   |
|------|------------------|----------------|-----------------------------------|
| 129. | 5120-01-348-9698 | B107.5         | Socket, Socket Wrench             |
| 130. | 5120-01-398-7937 | 00944055000    | Socket, Socket Wrench             |
| 131. | 5120-01-398-7919 | 00944259000    | Socket, Socket Wrench             |
| 132. | 5120-01-398-8033 | 00944255000    | Socket, Socket Wrench             |
| 133. | 5340-21-914-1589 | 10556067       | Support Plate Jacking             |
| 134. | 2540-00-587-2532 | 10936264       | Tarpaulin 17-ft x 12-ft           |
| 135. | 1670-00-725-1437 | 1670007251437  | Tie Down, Cargo, Aircraft         |
| 136. | 9905-00-148-9546 | 11669000       | Warning Device Kit                |
| 137. | 5120-00-264-3796 | 10510986       | Wrench, Adjustable                |
| 138. | 5120-01-431-1031 | 00942872000    | Wrench, Box and Open              |
| 139. | 5120-01-431-1090 | 00942863000    | Wrench, Box and Open              |
| 140. | 5120-01-054-7141 | 62062-05H-2324 | Wrench, Box and Open              |
| 141. | 5120-01-435-6953 | B107.100       | Wrench, Box and Open              |
| 142. | 5120-01-335-1291 | B107.100       | Wrench, Box and Open              |
| 143. | Not Provided     | 105-235505-001 | Energy Absorbing Gauge            |
| 144. | 5120-20-000-7448 | 10699466       | Wrench, Transfer Case             |
| 145. | 5120-01-437-3760 | GSA10A         | Screwdriver Attachment, Socket    |
| 146. | 5120-01-348-9034 | TWM15          | Socket, Socket Wrench             |
| 147. | 5120-01-431-0985 | 00942864000    | Wrench, Box and Open              |
| 148. | 5985-01-308-8988 | A3017899-1     | Antenna VHF AS-3900/VRC           |
| 149. | 5995-01-429-5177 | A3206444       | Cable Assy, Special Purpose, Long |
| 150. | 5995-01-386-9109 | A3206020       | Cable Assy, Special Purpose, Std  |
| 151. | 4020-01-341-8795 | A3167672-1     | Fiber Rope Antenna Tiedown        |
| 152. | 5965-01-453-2684 | 294677-3       | Headset Liner, Large              |
| 153. | 5965-01-453-2687 | 294677-2       | Headset Liner, Medium             |
| 154. | 1040-01-383-4114 | 13-12-400      | M6 Ctr Measure Device             |
| 155. | 7310-01-387-1305 | 471012         | Mounted Water Ration Heater       |
| 156. | 8470-01-389-3821 | MIL-H-44117    | Shell, Combat Vehicle, Large      |
| 157. | 8470-01-389-3815 | MIL-H-44117    | Shell, Combat Vehicle, Medium     |
| 158. | 4730-01-392-2173 | 5-1-1960-10    | Coupling                          |
| 159. | 1240-01-545-5147 | 4-1250BRE      | Kit, Boresight, 40mm              |
| 160. | 5965-01-414-2257 | 5-1-3339       | Microphone                        |

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|      |                  |              |  |
|------|------------------|--------------|--|
| 161. | 2540-01-498-8821 | A 01 SV      | Tire Chains                              |
| 162. | 5120-00-596-8502 | 304          | Screwdriver, Flat Tip, 1/4 x 1 1/2 x 1/4 |
| 163. | 5120-01-079-8024 | B107.100     | Wrench, Box and Open End, Combination    |
| 164. | 5220-00-535-1217 | 5351217      | Headspace and Timing Gauge               |
| 165. | 5945-01-497-3105 | 16103311-001 | Solenoid, M2                             |
| 166. | 5945-01-497-3096 | 16103312-001 | Solenoid, MK 19                          |
| 167. | 5120-01-431-1012 | 00942867000  | Wrench, Box And Open                     |

10. CLIN 2008AA is revised as follows:

a. DOC REL CD 001 is decreased by twelve (12) Exchange ICVVs.

b. DOC REL CD 004 is added to reflect a quantity of ten (10) Exchange ICVVs to ship to Stryker Fielding (W91A2N).

c. DOC REL CD 005 is added to reflect a quantity of two (2) Exchange ICVVs to ship to General Dynamics Land Systems-Force Protection (CK0U71).

11. DFARS Clause 252.217-7027, Contract Definitization, is hereby revised to change the estimated date of definitization to 5 February 2013.

12. As a result of this Modification 08, the total value of Delivery Order 0267 is neither increased nor decreased. Except as specifically stated above, all other terms and conditions of Delivery Order 0267 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0009 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-07-D-M112/0267 MOD/AMD 08

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  |          |      |                                   |                                      |
| 2008    | Exchange Program -<br>NSN: 9999-99-999-9999  |          |      |                                   |                                      |
| 2008AA  | <p><u>EXCHANGE VEHICLE (ICVV)</u></p> <p>CLIN CONTRACT TYPE:<br/>Firm-Fixed-Price</p> <p>GENERIC NAME DESCRIPTION: Exchange Program -<br/>PRON: X11GW418X1 PRON AMD: 10 ACRN: AA<br/>AMS CD: 31107180004<br/>PSC: 2355</p> <p>Stryker Exchange Vehicles IAW Section C.15.</p> <p>CLIN 2008AA is revised by Modification 02<br/>CLIN 2008AA is revised by Modification 03<br/>CLIN 2008AA is revised by Modification 04<br/>CLIN 2008AA is revised by Modification 07<br/>CLIN 2008AA is revised by Modification 08*</p> <p>The amount obligated under CLIN 2008AA is \$57,375,000, and represents the limit on Contractor expenditures and obligations and the limit on the Government's liability for work performed under this CLIN. The obligated amount also represents this CLIN's portion of liability relative to the entire contract's limitation of liability under Section I FAR clause "Limitation of Government Liability" (FAR 52.216-24).</p> <p>The not-to-exceed (NTE)/ceiling amount for CLIN 2008AA is \$76,500,000, and represents this CLIN's portion of the total NTE/ceiling price established under Section I DFARS clause "Contract Definitization (DFARS 252.217.7027).</p> <p>Note: 47 vehicles were moved from CLIN 2008AB to this CLIN as a result of Modification 02.</p> <p>This CLIN's quantity of 52 consists of 2 vehicles issued on the base Delivery Order 0267, 47 vehicles issued via Mod 01 and moved from CLIN 2008AB, 2 added via Mod 02, and 1 added via Mod 04.</p> <p>MOD 03 incorporates Red Line Drawing Number LS1080700, dated 3 August 2012, and is IAW the Government directed deviation on forty-nine (49) Exchange Vehicles, beginning with vehicle number 3.</p> <p>Mod 04 increases the obligated amount to 75% of the NTE and increases the quantity to 52.</p> <p>(End of narrative B001)</p> | 52       | EA   | \$ UNDEFINITIZED<br>NOT TO EXCEED | \$ 57,375,000.00<br>\$ 76,500,000.00 |



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-07-D-M112/0267 MOD/AMD 08

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

| ITEM NO           | SUPPLIES/SERVICES  | QUANTITY        | UNIT          | UNIT PRICE      | AMOUNT       |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
|-------------------|--|-----------------|---------------|-----------------|--------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|--|--|--|-----|---|-------------|--|--|--|--|--|--|--|
|                   | <p>SHIP TO:<br/>                     (W91A2N) XR W4GG FT LEWIS FLD OFC<br/>                     STRYKER FIELDING<br/>                     BLDG 9630 1 STREET<br/>                     FORT LEWIS,WA,98433-0000</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>                     W56HZV-07-D-M112/0267</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">DOC</td> <td style="width: 20%;">SUPPL</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <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>005</td> <td>W909533016M001</td> <td>CK0U71</td> <td>M</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>2</td> <td>31-JAN-2013</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (CK0U71) XR GENERAL DYNAMICS LAND SYSTEMS -<br/>                     9801 HWY 78 STE 3</p> <p style="text-align: center;">LADSON, SC, 29456-3895</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>                     W56HZV-07-D-M112/0267</p> <p><u>DOC REL CD 004 MILSTRIP W90953-2297-M001</u></p> <p>EXCEPTION DATA:</p> <p>SHIP TO:<br/>                     DODAAC W91A2N<br/>                     Stryker Fielding<br/>                     BLDG 3750 Bay Door #10<br/>                     Joint Base Lewis-McChord, WA 98433-5000</p> <p>POCs:<br/>                     Wanda Whitaker, Office 253-966-3978/Cell 253-405-4710<br/>                     Darryle Marble, Cell: 253-405-8255<br/>                     E-mail: Darryle.D.Marble@us.army.mil</p> <p><u>DOC REL CD 005 MILSTRIP W90953-3016-M001</u></p> <p>EXCEPTION DATA</p> <p>SHIP TO:<br/>                     General Dynamics Land Systems - Force Protection<br/>                     9801 Highway 78<br/>                     Ladson, SC 29456</p> <p>POCs:<br/>                     Michael J. Volz, Cell #: (586) 216-9276<br/>                     Email: mailto:Michael.John.Volz@us.army.mil and<br/>                     Danny Flaughner, Cell #: (253) 405-2697<br/>                     Email: mailto:Danny.Flaughner@us.army.mil</p> | DOC             | SUPPL         |                 |              |  |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 005 | W909533016M001 | CK0U71 | M |  | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> |  |  |  | 001 | 2 | 31-JAN-2013 |  |  |  |  |  |  |  |
| DOC               | SUPPL  |                 |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
| 005               | W909533016M001   | CK0U71          | M             |                 | 2            |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DEL DATE</u> |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
| 001               | 2  | 31-JAN-2013     |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIN** W56HZV-07-D-M112/0267 **MOD/AMD** 08

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

| <b>ITEM NO</b> | <b>SUPPLIES/SERVICES</b> | <b>QUANTITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|----------------|--------------------------|-----------------|-------------|-------------------|---------------|
|                | (End of narrative F003)  |                 |             |                   |               |

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

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Stryker Exchange Program  
Scope of Work (SOW)

## C.15 General

C.15.1 The Exchange Program is designed to produce a Stryker Infantry Carrier Vehicle (ICV) in current Double-V Hull (DVH) configuration (ICVV), which meets Supply Condition Code A in accordance with (IAW) AR 725-50. Code A is defined as new, used, repaired, or reconditioned material which is serviceable and issuable to all customers without limitation or restrictions. This shall be accomplished through disassembly of the flat bottom hull (FBH) Stryker vehicle, inspection of designated components recovered from the FBH, and repair/replacement of worn or unserviceable items using original manufacturing tolerances and specifications. All designated reusable components common to both the FBH and the DVH that are agreed to by the Government and the Contractor will be provided to the Contractors assembly line as Government Furnished Material (GFM) and utilized in the assembly of a DVH vehicle.

C.15.2 Under this program, the first two Stryker FBH vehicles will be disassembled by the Government for recovery of the reusable components. The Contractor shall provide technical assistance for the above vehicles. The Contractor shall develop disassembly instructions for recovery of the reusable components for any additional vehicles awarded under a future contract/delivery order IAW CDRL X001. Disassembly instructions are subject to Government approval. The deliverable will include a flat file that will identify recoverable and non-recoverable material. (Note: the flat file is a parts list that contains an R suffix affixed to the GFM parts requiring reclamation/revision for the Exchange Program). Recoverable material common to both the DVH and the FBH will be reworked, if needed, by the Government at Anniston Army Depot (ANAD), and provided to the Contractor as serviceable GFM suitable for the purpose of DVH assembly.

## C.15.2 Conformance with Specifications

C.15.2.1 Under this contract, the Exchange DVH Infantry Carrier Vehicles (ICVV) shall meet the Performance specification 2000.11 (Attachment 005).

C.15.2.1.1 The Contractor shall accomplish the exchange required by C.1.1 by utilizing a combination of new components and GFM. This program will produce an ICVV as close as possible to new condition in regards to appearance. This process will be completed by way of disassembly, inspection of GFM components, and repair/replacement of worn or unserviceable GFM items using manufacturing tolerances and specifications and/or National Maintenance Work Requirements (NMWRs).

C.15.2.1.2 The Contractor responsibility for compliance of the Exchange ICVV with the contract specifications does not include Government Furnished Material (GFM, those items in DO 0267 Attachment 0001 Data Item X002 Parts List). If the Government determines that the failure to meet any of the specifications was a result of GFM listed in DO 0267 Attachment 0001 Data Item X002 Parts List, the Government will be responsible for the corrective action. Any Government determination of responsibility for corrective action is subject to the Disputes clause of this contract.

C.15.2.1.3 In the event of an existing noncompliance, the responsibility for the nonrecurring costs to correct (e.g., problem investigation and development and validation of the corrective actions) will not be covered under the terms and conditions of this delivery order.

## C.15.2.2 Performance Specification Compliance and Performance Responsibility

C.15.2.2.1 LRU Redesign for Obsolescence will be conducted under SES/C4 Delivery Order or its successor.

C.15.2.2.2 Software Redesign. The Government will fund under the SES/C4 Delivery Order or successor the non-recurring design and test of Software.

## C.15.3 Contract Data Requirements

The Contractor shall provide the required deliverables technical data and financial reports in the format and scope specified and furnished IAW Contract Data Requirements List, DD Form 1423 as specified in Exhibit A.

## C.15.4 Exchange Vehicle Baseline

C.15.4.1 Exchange ICVV shall be manufactured IAW the Contractor's General Assembly ICVV Part Number 12505126, Engineering Release Record (ERR) Number DVH1707, dated 26 April 2012, software version 2.1.1, and the flat file that will result from the initial teardown of the vehicles.

C.15.4.2 The exchange vehicle shall meet the requirements of the DVH Vehicle Performance Specification Number 2000.11 (Attachment 0005).

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

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MOD/AMD 08

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

## C.15.4.3 Technical Inspection

C.15.4.3.1 A technical inspection on the first two ICVs scheduled for induction will be conducted by the USG with participation by Contractor personnel within one month after the date of award. This inspection is directed by PM Stryker Combat Brigade Team (SBCT) / TACOM, and logistical arrangements will be made by ANAD. The assessment will provide current configuration and condition of each vehicle using the USG coordinated checklist. The Government will be responsible for any missing GFM on vehicles inducted at ANAD that will be supplied to the Contractor at the Anniston location as GFM IAW the Contractors manufacturing material schedule. The Government will provide a Vehicle Inspection Report within seven days after completion of the inspection.

## C.15.5 Configuration Control

## C.15.5.1 Government Furnished Material

C.15.5.2 The Government furnished items required to be installed in, or delivered with, each Exchange ICVV will be furnished by the Government. The GFM will be delivered to General Dynamics Anniston Operations (GDAO) no later than 90 days prior to the scheduled month for vehicle exchange DD250.

## C.15.5.3 Reserved

C.15.5.4 Identification of GFM. The Contractor shall submit a proposed list of ICV parts common to both the FBH and DVH, IAW CDRL X002, identified as potential GFM, for Government approval.

C.15.5.5 The Government will provide the Contractor all GFM listed in DO 0267 Attachment 0001, Data Item X002 Parts List. GFM will be packaged using Depot packaging procedure. In addition, the Government will clean and paint all mutually agreed upon interior GFM.

C.15.5.6 Joint Inspection and Acceptance of GFM recovered from the FBH. The Contractor and ANAD personnel shall conduct a joint inspection and acceptance of GFM recovered from the FBH per the shipping manifest at [ANAD location TBD]. Any deficiencies from the manifest must be mutually agreed to by both the Contractor and ANAD personnel. The Contractor shall deliver the GFM recovered from the FBH to the Contractors warehouse.

C.15.5.7 Stencil and Final Paint Requirements. ANAD will perform the vehicle stencil and final paint and the Contractor shall reimburse ANAD for this effort IAW section H pricing of the base contract.

C.15.6 Warehouse Activities. The Contractor shall receive, inventory, securely store, kit and issue to the production line all parts procured in support of this effort, as well as all GFM. Shipment preparation shall be IAW best commercial practice. The Contractor shall maintain a database to provide visibility of these parts. The items shall be assigned a unique project/task code so they can be distinguished from other items in the warehouse. The Contractor shall coordinate the shipment of parts to Annistons assembly line.

C.15.7 Contractor Furnished Material. The Contractor shall be responsible for procuring all necessary parts that are not identified as GFM for the manufacture of ICVV exchange vehicles.

C.15.8 Government Reworked/Reconfigured Components. The Contractor shall develop, jointly with ANAD, a proposed list of Government Reworked/Reconfigured Components with rework/reconfiguration guidance, and shall deliver the list IAW CDRL X002, which is subject to Government approval. The Government will perform the rework/reconfiguration and provide the parts to the Contractor for vehicle assembly. The Government will provide the Contractor the reworked/reconfigured parts in sufficient time to maintain manufacturing schedule.

C.15.9 The Contractor shall jointly develop with ANAD and PMO-SBCT recommendations, subject to Government approval, on the criteria for verifying serviceability of GFM, recommendations to repair or replace unserviceable GFM items, and acceptance criteria for GFM, and submit IAW CDRL X004. The mutually agreed upon criteria is listed in Attachment 0002.

C.15.10 Quality. The Contractor shall propose a modified Final Inspection Record (FIR) for the Exchange ICVV used for vehicle acceptance. Proposed modifications are to be presented to the USG IAW CDRL X003 for review and concurrence.

C.15.11 Technical Support. The Contractor shall provide on-site technical support to ANAD for the first two Exchange ICVVs. Technical support shall consist of: monitoring and recommendations on vehicle and part disassembly, part dispositions, rework/reconfiguration guidance, and technical inspections during the disassembly process.

C.15.12 Program Status. The Contractor shall brief the ongoing status of the exchange program at the weekly scheduled joint Contractor/Government Production Management Team meetings.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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

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MOD/AMD 08

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

## SECTION I - CONTRACT CLAUSES

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u>            | <u>Date</u> |
|---------------|------------------------|-------------------------|-------------|
| I-1 CHANGED   | 252.217-7027           | CONTRACT DEFINITIZATION | OCT/1998    |

(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 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. 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 action is as follows:

|   |                 |
|---|-----------------|
| Projected Award of UCA:   | 1 June 2012     |
| Receipt of Qualifying Proposal and<br>Small Business Subcontracting Plan: | 2 July 2012     |
| Initiation of Negotiations:   | 9 November 2012 |
| Completion of Negotiations  | 18 January 2013 |
| Estimated Date of Definitization:   | 5 February 2013 |

(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 Officers 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 Officers 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 \$79,100,000.

(End of clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 16 of 16****PIIN/SIIN** W56HZV-07-D-M112/0267**MOD/AMD** 08**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP, L.L.C.

## 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 0001                  | DATA ITEM X002 PARTS LIST REV 3    | 25-JUL-2012 |                                  | EMAIL                 |
| Attachment 0002                  | DATA ITEM X004 ACCEPTANCE CRITERIA | 05-OCT-2012 |                                  | EMAIL                 |