

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

Page 1 Of 14

2. Amendment/Modification No. P00002	3. Effective Date 2013JAN01	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By U.S. ARMY CONTRACTING COMMAND JENNIFER K. MAYERS WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JENNIFER.K.MAYERS2.CIV@MAIL.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310	Code S2305A
---	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND RD STERLING HEIGHTS, MI 48310-3200	<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. W56HZV-13-D-0008
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012OCT30
Code 7W356	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: 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 type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" 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) LEON WILSON LEON.WILSON1@US.ARMY.MIL (586)282-2076		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2012DEC21

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 14
	PIIN/SIIN W56HZV-13-D-0008 MOD/AMD P00002	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JENNIFER K. MAYERS
 Buyer Office Symbol/Telephone Number: CCTA-AIL-A/(586)282-2154
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 Contract Expiration Date: 2015OCT25
 Kind of Modification: Other

*** End of Narrative A0000 ***

1. This Modification P0002 to W56HZV-13-D-0008 is being issued bilaterally.

2. The purpose of this modification P0002 is to (a) establish a Undefinitized Contract Action (UCA) for Battle Damage Repair (BDR) scope at Section C.10, (b) to incorporation H.8 Transfer, Co-Locating, and Accountability of Government Furnished Property (GFP), (c) incorporate 9 CDRLs and 4 Attachments, updated Attachment 0006 with BDR ANAD/Qatar tabs, and (d) incorporate the following clauses:

- 52.209-4020 ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT
- 52.209-4022 iWATCH TRAINING
- 52.204-4020 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES
- 52.209-4021 ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR PERSONNEL TRAVELING OVERSEAS
- 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION
- 52.216-23 EXECUTION AND COMMENCEMENT OF WORK
- 52.216-24 LIMITATION OF GOVERNMENT LIABILITY
- 252.217-7027 CONTRACT DEFINITIZATION

Section H.8 Transfer, Co-Locating, and Accountability of Government Furnished Property (GFP) is effective for 30 days after award of the BDR UCA Delivery Order while the parties negotiate a mutually agreeable special provision for the remaining portion of the contracted period. The contractor shall provide any updates to Attachment 0052 BDR GFM Inventory no later than 3 January 2013. Attachment 0006 Stryker Contract Property List will be finalized prior to definitization of the BDR UCA.

3. Section C.9 Logistics Support, Delivery Order 0269, under contract W56HZV-07-D-M112 shall support BDR until 28 February 2013, and then its successor thereafter.

4. UCA for BDR:

Mr. Don Claye
 General Dynamics Land Systems
 Contracts Manager
 38500 Mound Road
 Sterling Heights, MI 48310

Dear Mr. Claye:

This letter constitutes an undefinitized contract action (UCA) and signifies the intent of the U.S. Army Contracting Command-Warren to execute a definitive Cost Plus Fixed Fee Contract with your company for materials and services as set forth in the UCA, upon the terms and conditions stated therein, which are incorporated into and made a part of this UCA.

This directs your company, in accordance with the Section I clause entitled "Execution and Commencement of Work," to proceed immediately to perform the work, and to pursue such work with all diligence to perform it within the time specified in the UCA, or where the UCA doesn't specify a time, at the earliest practicable date.

In accordance with the Section I clause entitled "Contract Definitization", your company shall support its proposal submitted on 17 October 2012 with certified cost or pricing data, and submit a Certificate of Current Cost or Pricing Data upon agreement of the contract price.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 14
	PIIN/SIIN W56HZV-13-D-0008 MOD/AMD P00002	

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

This UCA authorizes your company to proceed immediately to perform the following efforts:

Anniston Army Depot (ANAD) Battle Damage Repair (BDR)
Qatar Battle Damage Repair (BDR)

The not to exceed price for this effort is \$44,646,305, and is broken down as follows:

ANAD BDR \$1,751,879.
Qatar BDR \$42,894,426.

The ordering period for BDR is 1 January 2013 to 31 December 2013.

In performing this contract, General Dynamics Land Systems is not authorized to make expenditures or incur obligations exceeding \$21,106,297.

The maximum amount for which the Government shall be liable if this contract is terminated prior to contract definitization is \$21,106,297.

a. We contemplate a Cost Plus Fixed Fee Delivery Order for the above effort. 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), Defense Federal Acquisition Regulation Supplement (DFARS) and Army Federal Acquisition Regulation Supplement (AFARS), on the date of execution of the letter contract,

(2) all clauses required by law on the date of execution of the definitive contract, and

(3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit certified cost and pricing data supporting its proposal.

b. The negotiated schedule for definitizing this contract is as follows:

Qualifying proposal submission date: 17 October 2012
Projected Award Date of UCA/Letter Contract: 17 December 2012
Projected date to begin negotiation effort: 21 January 2012
Projected completion date negotiation effort: 04 April 2013
Projected date of Current Cost or Pricing Data: 10 May 2013
Projected Date of Receipt of Subcontracting Plan: 10 May 2013
Estimated date of contract definitization: 15 June 2013

c. If agreement on a definitive contract to supersede this UCA is not reached by the target date in paragraph b above, 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 and/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 Section I "Limitation of Government Liability" clause. After the Contracting Officer's determination of price and/or fee, the contract shall be governed by

(1) all clauses required by the FAR, DFARS and AFARS on the date of execution of this UCA for cost plus fixed fee contracts, as determined by the Contracting Officer under this paragraph c;

(2) all clauses required by law as of the date of the Contracting Officer's determination; and

(3) any other clauses, terms, and conditions mutually agreed upon.

To the extent consistent with paragraph c above, all clauses, terms, and conditions included in this UCA shall continue in effect, except those that by their nature apply only to a letter contract.

SECTION B:

SUBCLIN 0341AA has been established for ANAD BDR. The obligated amount for this CLIN is \$874,332, and the not to exceed price is \$1,751,426. The Contractor is not authorized to make expenditures or incur obligations exceeding \$874,332 under this CLIN.

SUBCLIN 0351AA has been established for Qatar BDR. The obligated amount for this CLIN is \$20,231,965, and the no to exceed price is

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 14
	PIIN/SIIN W56HZV-13-D-0008 MOD/AMD P00002	

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

\$42,894,426. The Contractor is not authorized to make expenditures or incur obligations exceeding \$20,231,965 under this CLIN.

The Scope of Work appears in Section C.

This UCA is entered into pursuant to 10 U.S.C. 2326 and any required justification and approval has been executed.

The Contractor shall indicate acceptance of this UCA by an authorized signature on the line below, and returning it to the Contracting Officer no later than 21 December 2012. Upon acceptance by both parties, the Contractor shall begin performing the work 1 January 2013, including purchase of necessary materials.

If you have any questions regarding this matter, please contact Jennifer K. Mayers at (586) 282-2154, or email Jennifer.k.mayers2.civ@mail.mil or me at (586) 282-2076 or email leon.wilson1.civ@mail.mil.

Signed,

Leon Wilson
Contracting Officer

Date: _____

Acceptance of UCA:

Name: _____

Title: _____

Signature: _____

Date: _____

5. Except as specifically stated above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0004 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0008 MOD/AMD P00002	Page 5 of 14
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.9 Battle Damage Repair (BDR).

B.9.1 BDR Delivery Orders are awarded as cost-plus-fix-fee completion in accordance with FAR 16.306(d)(1). All Stryker FOVs inducted into BDR during the period of performance will be identified in the order and completed in accordance with Section C.10.

B.9.2 FY13 BDR-ANAD support encompasses all costs to perform the BDR-ANAD effort for four Stryker FOVs in accordance with Section C.10. The period of performance is from January 1, 2013-December 31, 2013.

B.9.3 FY13 BDR-Qatar support encompasses all costs to perform the BDR-Qatar for seventy-two Stryker FOVs at a rate of six per month in accordance with Section C.10. The period of performance is from January 1, 2013-December 31, 2013.

*** END OF NARRATIVE B0003 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 14
	PIIN/SIIN W56HZV-13-D-0008 MOD/AMD P00002	

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 CHANGED (TACOM)	52.209-4020	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	JUN/2012

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 90 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 90 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

C-2 CHANGED (TACOM)	52.209-4022	iWATCH TRAINING	JUN/2012
------------------------	-------------	-----------------	----------

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 90 calendar days of contract award and within 90 calendar days of new employees commencing performance, with the results reported to the COR no later than 90 calendar days after contract award.

(End of Clause)

C-3 ADDED (TACOM)	52.204-4020	ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES	JUN/2012
----------------------	-------------	--	----------

The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

C-4 ADDED (TACOM)	52.209-4021	ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR PERSONNEL TRAVELING OVERSEAS	JUN/2012
----------------------	-------------	--	----------

Contractor employees and associated subcontractor employees shall receive government-provided Anti-Terrorism (AT) awareness training specific to the area of responsibility (AOR) as directed by AR 525-13. Specific AOR training content is to be directed by the combatant commander, with the unit Anti-Terrorism Officer (ATO) being the local point of contact.

(End of Clause)

C.10 BATTLE DAMAGE REPAIRS

C.10.1 Place of Performance. Battle Damage Repair (BDR) shall occur at Qatar and at Anniston Army Depot (ANAD), Government-directed facilities.

C.10.1.1 Objectives at Qatar Battle Damage Repair Facility (BDRF). The contractor shall perform BDR at the Stryker BDRF in Camp As Saliyah, Qatar.

C.10.1.2 Objectives at ANAD BDRF. The contractor shall provide material (1st Ordering Period), material support (1st Ordering Period) and technical support (1st, 2nd, 3rd Ordering Periods), as provided below, to perform Battle Damage Assessment Repair (BDR) at the

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 14**

PIIN/SIIN W56HZV-13-D-0008

MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

Anniston Army Depot, Alabama (ANAD) facility.

C.10.2 General Requirements

C10.2.1 The Government will be responsible for the shipment and movement of vehicles to and from the Qatar and ANAD BDRFs.

C.10.2.2 Applicable Documents

C.10.2.2.1 Integrated Electronic Technical Manual (IETM), TM 9-2355-311-13&P

C.10.2.2.2 Supply Policy below the National Level, AR 710-2

C.10.2.2.3 Requisitioning Receipt and Issue System, AR 725-50

C.10.2.2.4 Definitions

C.10.2.3.1 Common Part A part that goes on other military applications in addition to Stryker vehicles, and is managed by an organic government source of supply.

C.10.2.3.2 Condition of parts (serviceable, unserviceable, etc.) - determined using condition code definitions in DoD 4000.25-2-M appendix 2.5.1.

C.10.2.3.3 Maintenance event any time a vehicle is brought in for scheduled or unscheduled service.

C.10.2.3.4 Repair parts component parts used in the repair of Line Replaceable Units (LRUs) or Secondary Replaceable Units (SRUs).

C.10.2.3.5 Serviceable New, used, repaired, or reconditioned parts which are serviceable and issuable to all customers without limitation or restriction.

C10.2.3.6 Scheduled Maintenance predictable maintenance requirements in accordance with the most current released Stryker Interactive Electronic Technical Manuals (IETMs).

C.10.2.3.7 Unscheduled Maintenance unpredictable maintenance requirements that require attention and must be added to, integrated with, or substituted for previously scheduled workloads.

C.10.2.3.8 Unserviceable Parts than cannot be brought back to a serviceable condition through repair, overhaul, or reconditioning.

C.10.2.3.9 Unserviceable Repairable Economically reparable parts which require repair, overhaul, or reconditioning.

C.10.2.3.10 Unique parts Any part that is only used on the Stryker Family of Vehicles (not used on any other U.S. military application).

C.10.2.3 Material Support (ANAD 1st Ordering Period). The contractor shall requisition the Stryker unique parts identified during the technical inspection, or during later phases of the repair process, or that are otherwise necessary to perform the effort. The contractor shall track requisitions, receive, store, and control the parts needed for repair. The contractor shall provide common materiel necessary to perform the effort that are identified during the technical inspection or during later phases of the repair process. The contractor shall be responsible for inventory and material management for all parts (common, unique, GFM Attachment 0006 Stryker Contract Property List-BDR ANAD and Qatar tabs, in accordance with FAR 52.245-1), including delivery of parts to and from workstations at ANAD.

C.10.2.3.1 Material Support. (Qatar 1st, 2nd and 3rd Ordering Periods) The contractor shall provide Stryker parts identified during the technical inspection, or during later phases of the repair process, or that are otherwise necessary to perform the effort. The contractor shall track, receive, store, and control the parts needed for repair. The contractor shall be responsible for inventory and material management for all parts (common, unique, GFM Attachment 0006 Stryker Contract Property List-BDR ANAD and Qatar tabs, in accordance with FAR 52.245-1).

C.10.2.4 Technical Inspection Documentation. The contractor shall identify and control TI documentation by document revision and release date. The contractor shall deliver a list of recommended changes needed to update the TI checklist, Attachment 0011, based on the current version of the Stryker Preventative Maintenance Check and Services (PMCS) section in the Stryker Interactive Electronic Technical Manual (IETM). The contractor shall submit the recommendations to the Government for approval prior to conducting technical inspections in accordance with CDRL B003, Reset-BDR Technical Inspection Review.

C.10.2.5 Reconciliation of Shortage Annex Part Discrepancies. The Contractor shall reconcile all Shortage Annex part discrepancies at the first maintenance event, as defined in Section C.9.2 Unscheduled Maintenance and C.9.4 Maintenance, after part arrival at the vehicle location. For Qatar BDR vehicles, the contractor shall reconcile all Shortage Annex parts discrepancies not later than 120 days

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 14
	PIIN/SIIN W56HZV-13-D-0008	MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

after conditional acceptance. Installation of Qatar Shortage Annex parts shall be performed by existing contractor labor. For ANAD BDR vehicles, the contractor shall reconcile all Shortage Annex parts discrepancies, and have parts available to install not later than 120 days after conditional acceptance. Installation of ANAD BDR Shortage Annex parts shall be performed by existing contractor labor at the next maintenance opportunity. The contractor shall report on the status of the parts listed on each vehicles Shortage Annex (also known as Attachment A report) in accordance with CDRL B004, Shortage Annex (Attachment A) Report. In 2nd and 3rd ordering periods, the Government will provide the Attachment A reports to the contractor.

C.10.2.5.1 Engineering Change Accomplishment Record (ECAR). The contractor shall provide, for Government review and approval, an ECAR to the Government at the time of completion of each maintenance event reconciling the Shortage Annex parts discrepancies. The contractor shall provide the Government signed ECAR documentation in accordance with CDRL B010, Engineering Change Accomplishment Record. This documentation shall list only those specific tasks accomplished, on each vehicle, during the maintenance event.

10.3 ANAD Requirements

C.10.3.1 ENGINEERING AND TECHNICAL SUPPORT

C.10.3.2 Engineering and Technical Troubleshooting Support.

The Contractor shall provide on-site technical troubleshooting support until issues are resolved and approved by the Government. The support shall include responding to engineering and technical questions, and providing technical guidance in troubleshooting issues related to repair procedures, diagnosing failures, and issues with parts and materiel compatibility.

C.10.3.3 Structural Engineering and Technical Support. The contractor shall provide on-call Stryker Certified Structural Engineers and Stryker Certified Technical Representatives to answer questions from Government personnel regarding structural repair or damage during the ANAD Battle Damage Repair Facility (BDRF) regular hours of operation. The contractor shall answer questions regarding technical issues related to repairing vehicles, or relating to meeting Technical Data Package standards. The engineers and technical representatives shall be available via a call center, or in person, if the nature or complexity of the issue presented or the extent of the response requires it.

10.4 Qatar Requirements

C.10.4.1 BATTLE DAMAGE ASSESSMENT AND TECHNICAL INSPECTION

C.10.4.1.1 Vehicle Induction. The Government will identify those vehicles that will be inducted into the BDR program during each ordering period.

C.10.4.1.2. The contractor shall complete the applicable TI checklist (see Attachment 0011) for each vehicle inducted into the Qatar BDRF in accordance with the applicable IETM, and the latest OEM Technical Data Package (TDP) in order to complete repairs subject to Government approval (CDRL B002).

C.10.4.1.3 Non-Repairable Vehicles. If a vehicle is determined non-repairable, any serviceable and repairable parts shall be removed and reclaimed prior to demilitarization of the vehicle in accordance with Stryker FoV Demilitarization Instructions Rev A (Attachment 0016).

C.10.4.2 MANDATORY INSPECTIONS & REPAIRS

C.10.4.2.1 Inspect for Metal Corrosion. The contractor shall inspect for metal corrosion and spot paint the vehicle interior and exterior to ensure no bare metal is showing.

C.10.4.2.2 Mandatory Activities Upon Vehicle Induction. The following inspections and repairs, which are not specified in the Stryker FOV IETMs or TI Checklists, shall be performed according to the terms and standards cited below:

C.10.4.2.2.1 Inspect Ceramic Armor Panels. The contractor shall inspect and replace all Ceramic armor panels that are determined unacceptable and shall recoat via hand brush technique all panels determined to be acceptable in accordance with the Armor Panel Criteria Documentation and inspection technique (Attachment 0010, Stryker BCT Level A Integral Armor Acceptance Criteria [Directive 66]).

C.10.4.2.2.2 Spall Liner. The contractor shall recoat abraded spall liner with the original coating material (brush paint) in accordance with NMWR 9-2355-311-1,

C.10.4.2.2.3 Scheduled Services. Prior to delivering any completed vehicle for Government inspection and acceptance, the contractor shall perform a semi-annual, annual, bi-annual, and Tri-annual Service in accordance with the Stryker IETM for that vehicle.

C.10.10.4.2.2.4 Structural Assessment. The contractor shall perform a structural assessment on all vehicles to determine battle damage, or any other ballistic or structural integrity issues in accordance with Attachment 0005, Performance Specifications.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 9 of 14
	PIIN/SIIN W56HZV-13-D-0008	MOD/AMD P00002
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

C.10.4.2.2.5 Hull Integrity Issues. If structural or ballistic integrity issues on vehicle hulls are identified during the structural assessment, or during the repair process, the contractor shall provide an assessment of the damage and recommended repair procedures to PMO-SBCT Technical Management and to the COR in accordance with B008, Structural Assessment.

C.10.4.2.2.6 Performance of Technical Inspection. All Stryker vehicles shall undergo a Technical Inspection (TI) following Deployment Kit removal. The contractor shall determine whether components are serviceable (meets performance requirements) in accordance with the IETM. The TI shall also identify defective, damaged, and missing Government Furnished Material (GFM) and Contractor Furnished Material (CFM). The contractor shall submit a report in accordance with CDRL B002, Technical Inspection Assessment.

C.10.4.2.2.7 Based on the TI, the contractor shall order all CFM required to repair the vehicles. Those components that render the vehicle Non-Mission Capable (NMC) according to the Stryker IETM shall be priority among the CFM to be ordered. In the case of GFM (reference Attachment 0006 Stryker Contract Property List-BDR ANAD and Qatar tabs), contractor requisitioned parts will be ordered by the PMO-SBCT Reset GFM Coordinator based upon part orders in the contractors system.

C.10.4.2.2.8 All unserviceable items, as defined in Section C.9.6.3, Serviceable and Unserviceable Parts, discovered during the TI and the repair process shall be replaced or repaired in accordance with the IETM.

C.10.4.2.2.9 Function Checks. Upon completion of all repairs, a function check shall be conducted in accordance with the IETM or applicable manuals on all common and variant-specific Mission Equipment Package (MEP) items that are repaired or integrated into the Stryker vehicle by the contractor [including the Remote Weapons Station (RWS)]. All function check deficiencies shall be corrected by the contractor prior to delivery to DCMA for acceptance, with documentation of the performance of the function checks annotated on a DA Form 2404, along with any deficiencies noted and corrections made, per DA PAM 750-8.

C.10.4.2.2.10. The contractor shall repair each inducted vehicle in accordance with the performance standards set forth above.

C.10.4.3 FINAL INSPECTION ACCEPTANCE

C.10.4.3.1 BDR vehicles shall further conform to the configuration it was in at the time of induction.

C.10.4.3.2 Inspection Support. The contractor shall ensure Government access to allow for inspection of affected areas before re-assembly obscures it, repair of all deficiencies found during inspection, and access to any pertinent documentation. Additionally, upon DCMA request, provide documentation of non-destructive testing (NDT) results (e.g., Liquid Penetration Inspections).

C.10.4.3.3 Final Inspection. All vehicles will be inspected by the Government in accordance with FAR 52.246-5, Inspection of Services Cost Reimbursement, the approved TI checklist for that particular hull numbered vehicle, and the applicable IETM) as referenced in section C.10.2.1, DCMA will inspect to ensure that all required actions, deficiencies, and corrective actions listed on the vehicles TI have been addressed by the contractor at BDRF Qatar, and that the vehicles are FMC pursuant to the applicable vehicle IETM.

C.10.4.3.4 Conditional Acceptance. In the event shortage annex parts are unavailable at the time a BDR Qatar vehicle is presented to DCMA for inspection, DCMA may conditionally accept the vehicle provided it is in FMC condition and PCO approval is obtained. The contractor shall return the conditionally accepted vehicle(s) to the unit and shall document the shortages in accordance with CDRL B004 Shortage Annex (Attachment A report to the TI). Shortage Annex parts (also referred to as non-NMC parts) are parts that do not affect a vehicles Fully Mission Capable (FMC) status per the IETM, and are currently unavailable for installation on the vehicle. DCMA acceptance of any BDR Qatar vehicle shall be withheld if there are more than ten (10) shortage annex items for the vehicle. Government Furnished Material (GFM) shortages will not be included in the count of ten (10) Shortage Annex parts that would limit DCMA acceptance of the vehicle.

C.10.5 PERFORMANCE STANDARDS

C.10.5.1 Successful performance of the BDR efforts described above will be measured as follows:

C.10.5.1.1 Qatar BDRF Capability. The contractor shall maintain the capability to perform BDR on six vehicles per month at Qatar.

C.10.5.1.2 Qatar BDRF Performance Standard. The contractor shall repair six) battle damaged Stryker FoV per month to Fully Mission Capable (FMC) status in accordance with the applicable Interactive Electronic Technical Manual (IETM), and to full structural and ballistic integrity in accordance with the latest OEM TDP. Upon completion of repairs, the vehicle(s) shall conform to the configuration it was in at the time of induction. This shall require the reinstallation of deployment kits and performing all actions identified in the TI checklist. Any deviation from the monthly repair rate due to the lack of vehicle availability must be approved by the Government.

C.10.5.1.3 ANAD BDRF Capability. The contractor shall maintain the capability to perform BDR material support (1st Ordering Period) and technical support (1st, 2nd, 3rd Ordering Periods) on four vehicles per year at ANAD. The material and technical support provided to government personnel shall result in battle damaged vehicles being repaired to FMC and successfully passing final inspection and acceptance.

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

C.10.5.1.3.1 ANAD Structural Engineering, Engineering and Technical Support. Contractor performance shall be based on providing timely on-site and on-call technical support. Both types of support shall be provided in a timely manner so as to cause no disruptions or delays in the contract delivery schedule to BDR vehicles. Any disruption or delays to the vehicle delivery schedule caused by inadequate technical support shall be documented by the COR and forwarded to the contractor for review and comment.

C.10.5.1.4 Remedies. Failure to comply with Section C.10.3 and C10.5, as well as any repaired vehicles not passing inspection and acceptance, and the failure is attributable to the contractors performance will be documented by the COR and recorded in the Contractor Performance Assessment Report (CPAR).

C.10.6 CONTRACT DELIVERABLE REQUIREMENTS LIST. The contractor shall electronically submit the following reports, in contractor format (unless otherwise provided in the CDRL), in accordance with the following CDRLs:

C.10.6.1 CDRL C005 Parts Receipt Report: Contractor shall deliver a monthly report identifying a cumulative record of all parts purchased for performance of this effort (ANAD 1st Ordering Period; Qatar 1st, 2nd, and 3rd Ordering Periods).

C.10.6.2 CDRL C008 Consumed Items Report: Contractor shall deliver a monthly report identifying a cumulative record of all parts replaced on vehicles (ANAD 1st Ordering Period; Qatar 1st, 2nd, and 3rd Ordering Periods).

C.10.6.3 CDRL C011 Repairable Items Repair Cost Summary: Contractor shall deliver a monthly report identifying a cumulative record of all parts ordered which includes the appropriate loaders on the prices to be reflective of the true cost the Government is paying for each part (ANAD 1st Ordering Period; Qatar 1st, 2nd, and 3rd Ordering Periods).

C.10.6.4 CDRL B002 Reset/BDR Technical Inspection (TI) Reports: For Qatar only, the contractor shall provide vehicle specific report(s) detailing the results of the technical inspections collected during the initial and final technical inspections.

C.10.6.5 CDRL B003 Reset/BDR Technical Inspection Checklist (TI) Review Report: The contractor shall review the Technical Inspection Checklist to ensure it is aligned with the latest version of the Stryker IETM for each individual vehicle variant and report its findings and recommendations of the required changes for Government review and approval.

C.10.6.6 CDRL B004 Shortage Annex (Attachment A) Report: See C.10.2.5.

C.10.6.7 CDRL B005 Reset/BDR Quality Assurance Plan: Contractor shall conduct annual review of Quality Assurance Plan and deliver a report outlining the results of the review.

C.10.6.8 CDRL B006 Hour and Funds Expenditure Report: Contractor shall deliver a monthly report detailing material expenditures, Labor expenditures, and ODC (other direct charges. Gross amount of hours at site to work off any DCMA write-ups or discrepancies (BDR Qatar).

*** END OF NARRATIVE C0014 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0008 MOD/AMD P00002	Page 11 of 14
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.8 Transfer, Co-Locating, and Accountability of Government Furnished Property (GFP)

H.8.1 Stryker National (Wholesale) Logistics Center, Auburn, WA. The Contractor shall electronically segregate all Government Furnished Property (GFP) located at the Stryker National (Wholesale) Logistics Center (SNLC), Auburn, WA by its type; i.e., Contractor Acquired Property (CAP) or Government Furnished Material (GFM), and by project, e.g., BDR, Reset, Retrofit, etc. Upon receipt of a BDR requirement, the Contractor shall fulfill the requirement by consuming the BDR GFM inventory (Attachment 0052) first. If the material is unavailable in the BDR GFM inventory, then the Contractor shall fulfill the requirement through the BDR CAP inventory. If the required material is not found in either the BDR GFM or BDR CAP inventories, then the requirement shall be fulfilled by acquiring new material. Physical co-locating of CAP and GFM at SNLC Auburn, WA is authorized.

H.8.2 RETURNS TO SNLC, AUBURN, WA. All GFM returned to SNLC, Auburn, WA from any site, including returns directly from the government (GFM), shall remain as GFM and be electronically segregated from CAP.

H.8.3 Other Warehouse Locations (Forward Sites). The contractor is not authorized to store CAP at any location other than the SNLC until its material management accounting system is capable of electronically separating CAP from GFM. Until CAP and GFM can be electronically separated at the forward sites, any CAP for installation on vehicles shall be inspected and accepted by the Contracting Officer Representative (COR) and shipped from SNLC as GFM.

*** END OF NARRATIVE H0008 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 12 of 14**

PIIN/SIIN W56HZV-13-D-0008

MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-2 CHANGED	52.216-23	EXECUTION AND COMMENCEMENT OF WORK	APR/1984

Reference Modification P00002, UCA for Battle Damage Repair Services

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 21 December 2012. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of Clause)

I-3 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
-------------	-----------	------------------------------------	----------

Reference Modification P00002, UCA for Battle Damage Repair

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$21,106,297 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$21,106,297 dollars.

(End of Clause)

I-4 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
-------------	--------------	-------------------------	----------

Reference P00002, UCA for Battle Damage Repair

(a) A Cost Plus Fixed Fee 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 -2- proposal and cost or pricing data supporting its proposal.

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

Qualifying proposal submission date: 17 October 2012
Projected Award Date of UCA/Letter Contract: 17 December 2012
Projected date to begin negotiation effort: 21 January 2013
Projected completion date of negotiation effort: 04 April 2013
Projected date of Current Cost or Pricing Data: 10 May 2013
Projected Date of Receipt of Subcontracting Plan: 10 May 2013
Estimated date of contract definitization: 15 June 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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-D-0008 MOD/AMD P00002	Page 13 of 14
---------------------------	---	----------------------

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(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 price ceiling in no event to exceed \$44,646,305.

(End of clause)

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

Page 14 of 14

PIIN/SIIN W56HZV-13-D-0008

MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit AB	B002 BDAR TECHNICAL INSPECTION (TI) CHECKLIST REPORT	20-DEC-2012	001	EMAIL
Exhibit AC	B003 BDAR TECHNICAL INSPECTION (TI) CHECKLIST REVIEW	20-DEC-2012	001	EMAIL
Exhibit AD	B004 SHORTAGE ANNEX REPORT	20-DEC-2012	001	EMAIL
Exhibit AE	B005 BDAR QUALITY	20-DEC-2012	001	EMAIL
Exhibit AF	B006 HOURS AND FUNDS EXPENDITURE REPORT	20-DEC-2012	001	EMAIL
Exhibit AJ	B010 ENGINEERING CHANGE ACCOMPLISHMENT RECORD (ECAR)	20-DEC-2012	001	EMAIL
Exhibit AO	C005 PARTS RECEIPT REPORT	20-DEC-2012	001	EMAIL
Exhibit AT	C008 CONSUMED ITEMS REPORT	20-DEC-2012	001	EMAIL
Exhibit AX	C011 REPAIRABLE ITEMS REPAIR COST SUMMARY	20-DEC-2012	001	EMAIL
Attachment 0010	STRYKER BCT LEVEL A INTEGRAL ARM	20-DEC-2012	012	EMAIL
Attachment 0011	FY 13-15 STRYKER TECHNICAL INSPECTION	20-DEC-2012	012	EMAIL
Attachment 0016	STRYKER FOV DEMILITARIZATION PROCEDURES	11-JAN-2008	126	EMAIL
Attachment 0052	BDR GFM INVENTORY	20-DEC-2012	001	EMAIL