



Dakota Integrated Systems, LLC

Supplier Statement of Requirements

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1.0 PURPOSE, SCOPE AND DOCUMENT CONTROL

1.1 PURPOSE

This Statement of Requirements (SOR) is a living document and details Dakota Integrated Systems expectations and requirements of the source responsible for the supply of component assemblies, components, tooling and raw material. This document will also be used as a means of tracking the program to its imperatives of mass, investment, quality, piece cost, reliability, durability, serviceability and manufacturing.

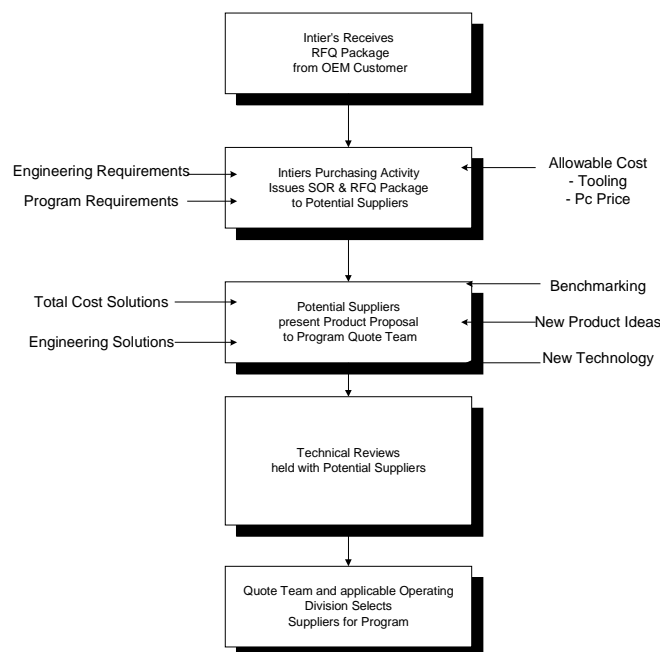
1.2 DAKKOTA INTEGRATED SYSTEMS PURCHASING SYSTEM

Dakota Integrated Systems Purchasing Activity will carry out identification of potential suppliers, RFQ activities, and sourcing decisions for this program. The Dakota Integrated Systems Operating Division and the Program Quote Team must approve sourcing decisions.

1.3 SOR DOCUMENT CONTROL

The Dakota Integrated Systems will ensure that potential Suppliers receive revised editions of this SOR as required. Potential sources will receive only replacement pages pertinent to the revisions, along with a revision record/acknowledgment letter.

PURCHASING PROCESS



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2.0 PROJECT MANAGEMENT

2.1 SUPPLIER PROJECT MANAGEMENT RESPONSIBILITIES

2.1.1 The Supplier is responsible for submitting the following Program Plans for Dakota Integrated Systems approval:

- Organization Chart / Program Staffing Plan
- Project Plan (Gantt Chart)
- Design and Product Development Plans
- Test Plan and Validation activities
- Production Quality Attainment Plan
- Part Delivery Plan
- PPAP, Containment and Run @ Rate Plans

After approval, Dakota Integrated Systems will monitor the execution of the Supplier plans through Program / Platform Supplier Management

2.1.2 The Supplier will lead Project management activities for all sourced content, to meet all imperatives, report the status regularly, following the Supplier Management Process (SMP). The Supplier will support this Project with consistent dedicated resources.

2.1.3 The Supplier shall establish a program organization for the program and designate a single program manager through whom all technical direction and communication with Dakota Integrated Systems Platform/Program Management Team must pass. An organizational chart is to be provided along with the quotation outline. Updated organizational charts are to be provided, on a timely basis, as changes occur.

2.1.4 Key management and engineering personnel who will be responsible to manage this project are to be identified on the organizational chart. A description of their functions and participation in the project must be provided when submitting a quotation to Dakota Integrated Systems. In addition, a description of any function to be completed by someone other than the Supplier must be provided.

2.1.5 The Supplier will identify the Program Management staff that will be responsible for all engineering interfaces with Dakota Integrated Systems Program Team at the time of source award on this program. The Supplier engineering staff will be responsible for the following items for all components and sub-assemblies sub-contracted:

- Working with Dakota Integrated Systems Platform/Program Design staff to develop manufacturable designs
- Designing and executing robust interior components and component systems
- Co-approving design concepts prior to prototype and production release
- Communicating with all appropriate interfacing groups

- Participating with any required DFM sessions
- Participating in Design Failure Mode Analysis
- Supporting and participating with all mock-up activity
- Responding to and resolving any Pre-production / Prototype build concerns found or reported at Dakkota Integrated Systems Divisions / OEM
- Participating in all required product development team meetings
- Participation with engineering reviews as required
- Authoring Engineering Plans, Validation Plans and tracking design verification progress
- Ensuring all contracted content for the Dakkota Integrated Systems Platform/Program is validated by mutually established program dates
- Initiating all necessary design and fabrication of material containerization, dunnage and/or shipping rack requirements
- Initiating Checking Fixture Designs and reviews
- Participate in obtaining all approvals required for all material and processes
- Initiating Process Failure Mode Analysis for contracted content
- Implementation of changes affecting all subsequent tier suppliers
- Manufacturing of all levels of tooling, from math data
- Manufacturing processes that provide a product that satisfies all required specifications
- Special Characteristics consistent with Dakkota Integrated Systems engineering direction and QS/ISO/TS.
- Creation and Maintenance of necessary layouts and detail drawings for each program phase
- Ensuring all validation requirements are satisfied prior to delivering production material to the purchasing Dakkota Integrated Systems Operating Division.
- Resolving Quality Concerns and test failures at all phases of the program within 10 days. Interim responses required within 24 hours of notification
- Continued improvement throughout the life of the program for PPM defects and Warranty reduction/elimination.
- On-site launch support at Operating Division, minimum 60 days on-site or sooner if released by the receiving location.
- Ensuring that all requirements of the purchasing Dakkota Integrated Systems operating division's supplier requirements manual are met
- Assurance that timing requirements for contracted content are met for all phases of the program
- Recommending action plans, as required, to keep program on schedule
- Executing program to ensure that program objectives are achieved
- Ensuring all Quality Concern Notice issues are resolved
- Participating in the final design and product specifications for the program
- Identifying impact on requested program direction changes
- Updating purchasing on proposed cost changes including design changes

- Providing regular status reports on program timing, tooling status and overall program cost
- Maintain Open Issues Tracking for all applicable items
- Report status on delivery of prototype and production parts
- Submit detailed plans on subsequent tier sourcing
- Meeting Supplier Management Process (SMP) deliverables

2.2 PROJECT TRACKING & REPORTING

- 2.2.1 The Dakota Integrated Systems Platform/Project Team will provide the project tracking format and reporting frequency. The Project Tracking and Reporting standard formats are in Microsoft® Project and Microsoft® Excel. Ability to communicate utilizing E-Mail (Lotus Notes®) will also be required.

2.3 PRODUCTION SUPPORT

- 2.3.1 As requested, Suppliers agree to provide quality and engineering support personnel on-site at Dakota Integrated Systems Operating Divisions for build events. This includes Pre-Production, Pilot and SOP Launch. Suppliers are to provide on-site at the Dakota Integrated Systems receiving location, and/or OEM Assembly Locations as required, for investigation and resolution support for product, process and customer service related issues for a minimum of 60 days after start of production.

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3.0 GENERAL CONTRACTUAL REQUIREMENTS

3.1 STANDARD OF WORKMANSHIP

3.1.1 The Supplier agrees to perform work under this Statement of Requirements on time, diligently, and to the satisfaction of Buyer in an efficient and economical manner consistent with the best interests of Buyer. The Supplier shall use its best skills and judgment, and shall perform all services in accordance with the highest professional standards of workmanship. The Supplier agrees to, at no charge to Buyer, rework/replace any supplied product does not meet the standards within these requirements.

3.2 ORDER OF PRECEDENCE

3.2.1 The terms and conditions of the purchase order, contract, detail specifications or technical data, this Statement of Requirements, or any amendments or revisions to the foregoing, shall be construed to the extent possible as consistent and cumulative.

3.2.2 However, if there is any inconsistency between the provisions specified in the purchase order or contract, in detail specification and/or technical data, in this Statement of Requirements or other reference documents, the following order of precedence shall apply:

FIRST: Purchase Order

SECOND: Statement of Requirements and all related specifications

THIRD: Other documents

The latest revision level of any above documents shall supersede any previous releases.

3.3 PHYSICAL PROPERTIES AND HARDWARE

3.3.1 All tools, dies, patterns, molds, checking fixtures, vehicles, bucks, etc., covered by the purchase contract are and shall remain the sole property of Dakkota Integrated Systems. The Supplier only for the purpose of fulfilling its responsibilities under the contract shall use all of the above. The Supplier shall use reasonable care in the use and handling of all of the above, and agrees to replace or, at the option of the appropriate Dakkota Integrated Systems Operating Division, to pay for the cost of replacement when the need for replacement is caused by careless or negligent use by Supplier. Upon request of the buying Dakkota Integrated Systems Division, the Supplier will deliver to that division without cost all such tooling, checking fixtures, etc., or through request, destroy all or part of such tooling or checking fixtures.

3.4 OWNERSHIP OF INFORMATION

- 3.4.1 All information furnished or made available by Dakkota Integrated Systems to Suppliers or to its employees or subcontractors in connection with the work and services to be performed for Dakkota Integrated Systems there under shall be treated as confidential by the Supplier and its employees and subcontractors and shall not be disclosed by the Supplier, its employees and subcontractors to anyone, either in whole or in part, without Buyer's prior written consent.
- 3.4.2 The Supplier agrees that all designs, drawings, computer math data records, processes, compositions of material, specifications, software, test data, mask works, or other technical information made and furnished by Suppliers under this Statement of Requirements, shall be the sole and exclusive property of Dakkota Integrated Systems and Suppliers shall protect same against disclosure to third parties.

3.5 DISCLOSURE & AUDIT

3.5.1 DISCLOSURE

- The Supplier shall not make any documentary technical information furnished under this Agreement available to any third parties, except to Tier III and subcontractors in conjunction with this program, nor in any way publicize its relationship with Dakkota Integrated Systems without prior approval.

3.5.2 RIGHT TO AUDIT

- Dakkota Integrated Systems Operating Division retains the right to audit or observe all data files stored on Supplier computers (including external agencies), on computer storage media (i.e., diskettes, cartridges, tapes, reports, etc.), and all data processing resources used to support this Dakkota Integrated Systems Program at any time with reasonable notice under normal circumstances. This includes Suppliers and/or subcontractors where the above is performed offsite. As a Supplier to Dakkota Integrated Systems, where specified in the contract of Dakkota Integrated Systems OEM customer, the Supplier shall afford to Dakkota Integrated Systems and/or OEM representative the right to verify product conforms to specified requirements, at the Supplier's location.

3.6 EXCHANGE RATES

- 3.6.1 Dakkota Integrated Systems Operating Division reserves the right to pay for goods and services provided from outside of the United States in any of the following two ways:
- Fixed US (\$) Dollars
 - Fixed currency of the country of origin to US (\$) Dollars
- 3.6.2 Dakkota Integrated Systems Management must approve any other arrangement.

3.7 COOPERATION

- 3.7.1 Supplier shall cooperate in good faith with Dakkota Integrated Systems and take no adverse action against Dakkota Integrated Systems, in connection with Dakkota Integrated Systems defense of any claim, action or proceeding, involving a person, entity or government body, allegedly based on discrepancies in Dakkota Integrated Systems products. Such cooperation shall include (i) supplying factual and technical information as Supplier shall possess that Dakkota Integrated Systems may reasonably require in connection with any such defense, (ii) making available persons employed by the supplier to testify as fact or expert witnesses at trial and in deposition in connection with such claim, action or proceeding, and providing such information as may be required by Dakkota Integrated Systems to respond to discovery proceedings in any such claim, action or proceeding.

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4.0 PRODUCT DESIGN AND DEVELOPMENT

4.1 GENERAL

- 4.1.1 Unless noted otherwise on the RFQ document, all production material Suppliers will be “black box” design responsible for their product or material on this program. The Supplier must support Dakota Integrated Systems Platform/Program design activity during the initial concept design studies with engineering and manufacturing input. Design support must be Native OEM Customer software compatible. The Suppliers must also provide engineering and program management on site as required, to support appropriate functional and cross-functional activities on the program. The Supplier will be required to submit detail drawings, math data and product specifications.
- 4.1.2 Dakota Integrated Systems Platform/Program Design Staff will maintain responsibility for packaging and release layouts in the form of OEM Native 3D math data. The supplier shall be responsible to create any necessary details from the math data for any of the Tier III or Tier IV Suppliers. The suppliers shall also be responsible for any necessary development and production of mockup components to ensure the feasibility of the design, at the sub-assembly or component level.
- 4.1.3 Suppliers will provide design and development support for their assemblies, components and raw material to ensure that all parts are manufacturable to the performance, quality, mass and cost levels defined for the Dakota Integrated Systems Platform/Program. The design support shall be in the form of design; engineering, manufacturing and tooling support shall be available on a full time basis, as needed.

4.2 DELIVERABLES

- 4.2.1 The Supplier will provide the following engineering deliverables to the appropriate Dakota Integrated Systems Platform/Program Team:
- Design in OEM compatible 3-D math data
 - Design and Cost Feasibility Studies
 - Design layouts and/or data for required fasteners as determined by the Program Team
 - Design and construction of all component and sub-assembly shipping container(s) requirements, as program imperatives dictate
 - Detail and sub-assembly drawing with GD & T for items determined appropriate by the Program Team
 - Component DFM, DFMEA and PFMEA's complete and revisions. FMEA's shall follow the format and use the forms specified by AIAG Advanced Quality Planning and Control Plan Manual

- Transmission of design math data to comply with requirements of Program Design Center
- Complete tooling drawing/data that must be kept updated and provided upon request, at no charge

4.3 PRODUCT AND PROCESS DESIGN VALIDATION

4.3.1 The Supplier will be responsible to provide design validation activities utilizing the product analysis /development/validation (A/D/V) process as follows:

4.3.2 A/D/V Responsibilities of the Suppliers

- The Suppliers shall develop and validate the component/subsystem to all requirements specified in the RFQ and contract or purchase order from the Dakkota Integrated Systems Platform/Program Team and also meet all A/D/V timing requirements. Additionally, the Suppliers shall be responsible to achieve validation of component / subsystem in the installed condition in the vehicle. Evaluations may be performed by the Supplier or the Supplier may designate another supplier or independent test agency acceptable to the Dakkota Integrated Systems Platform/Program team. Designation of another supplier or an independent test agency, however, shall not modify or otherwise relieve the Supplier of its obligations.

4.3.3 A/D/V Planning

- The Analysis/Development/Validation Plan is the primary document, with all other plans described in the following subsections providing additional detail to the primary document.

4.3.4 A/D/V Plan

- The Suppliers shall prepare an A/D/V Plan describing the A/D/V program that will be conducted to achieve and demonstrate conformance to the performance, reliability, design constraints, and durability requirements stipulated in the technical specification, this SOR and their associated reference documents. The A/D/V plan shall also identify all analyses, demonstrations, inspections, and tests that will be used to achieve this.
- The A/D/V plan shall identify evaluation activities to accomplish design validation, product validation and post validation audit. It shall identify the facilities and equipment required to develop and validate the product and must identify what Dakkota Integrated Systems Platform/Program and/or OEM facilities are required. The format for documenting the A/D/V plan and reporting the results is the A/D/V Plan and Report A/D/V P&R (See Attachment A).
- The A/D/V Plan shall include “test to failure”, as requested by the OEM, to determine the degree to which the product exceeds the performance requirements of the test.
- The Suppliers shall participate in Dakkota Integrated Systems Platform/Program team meetings, as required.
- The Suppliers shall provide a preliminary A/D/V plan as part of the quotation package, which indicates the evaluations planned, A/D/V methods, sample sized, and amount of money budgeted.

- The initial plan shall be submitted to the Dakkota Integrated Systems Platform/Program Team for approval eight (8) weeks after the sourcing decision except where earlier delivery is specified in advance by the Dakkota Integrated Systems Platform/Program team.

4.3.5 DFMEA

- The Suppliers shall complete a Design Failure Mode and Effects Analysis (DFMEA), using the standard industry format and per FMEA reference Manual (See Attachment A). The DFMEA must serve as input to the A/D/V Plan. The Dakkota Integrated Systems Platform/Program Team shall review the Supplier's DFMEAs prior to finalizing the A/D/V plan. Any design changes made subsequent to the original analysis requires that the original FMEA be reviewed and updated.

4.3.6 Reliability Program Plan

- At the Dakkota Integrated Systems Platform/Program team request, the Suppliers shall provide a Reliability Program Plan (of which DFMEA is a part) showing how the reliability requirements will be met.

4.3.7 Validation Cross-Reference Index (VCRI)

- The Supplier shall develop a Validation Cross-Reference Index for the component / subsystem. The VCRI is a table that defines the validation procedures that will be used to confirm that the component / subsystem meets all requirements in the technical specification. If a VCRI format is not provided by the Dakkota Integrated Systems Platform/Program Team, use the applicable parts of the Validation Plan & Report (A/D/V P&R, see Attachment A).
- Any procedure that is not available, as an existing document must be defined in supporting paragraphs attached to the VCRI. These supporting paragraphs shall include at least the following: Evaluation Purpose, Set-Up (including evaluation equipment), Procedure, and Pass/Fail Criteria. If analysis is to be used, provide the procedure or complete the VSAS Procedure Template (see Attachment A)
- The VCRI shall be submitted for approval to the Dakkota Integrated Systems Platform/Program Team eight (8) weeks after sourcing expect where earlier delivery is specified in advance by the Dakkota Integrated Systems Platform/Program Team. After the VCRI is approved, the document shall be under change control requiring future changes to be submitted to the Dakkota Integrated Systems Platform/Program Team for approval.

4.3.8 Build Plan

- The Suppliers shall prepare a Fabrication, Build and Supply Plan. The Plan shall be based on and provide detail on the associated information supplied in the A/D/V Plan. The Plan shall identify parts, components, assemblies, systems and bucks to be manufactured by the Supplier and those to be obtained from secondary suppliers. Sources of supply for purchased production parts shall be identified. The Plan shall also include a Build and Supply Timing Chart to be used as basis for development and validation activities and for progress tracking of the build process.
- Parts and assemblies required prior to production Material Required Date (MRD) shall be purchased on a spot-buy basis through the Dakkota Integrated Systems

Platform/Program Team. All open orders are to be directly communicated to Dakkota Integrated Systems Platform/Program Team Program Manager who will negotiate delivery dates and revision levels.

4.3.9 Functional Analysis

- The Suppliers may be asked, for each subsystem / component supplier, to provide math model / data representations at various levels of detail and at different times as specified by the Dakkota Integrated Systems Platform/Program Team to support functional analysis of the overall vehicle and subsystems. The level of detail required would depend on the specific stage that the vehicle development process is in at the time of the request. Three general categories of data the Supplier shall provide are:
 - Lumped parameter data (e.g., mechanical, thermal, and electrical properties and performance characteristics of assemblies / components)
 - Finite element data (e.g, mesh, material properties)
 - Geometric / performance variation of assemblies and components
- In the event validation of the subsystem / component is performed using the analysis method as specified in the Suppliers A/D/V Plan, the Suppliers shall provide documentation for the analysis procedure using in the validation process.
- Upon request by the Dakkota Integrated Systems Platform/Program Team, the supplier shall participate in the analytical variation of the sub-system/component under as-installed-in-the-vehicle conditions. In some cases, the supplier may be asked to provide prototype subsystem / components for hardware-in-the-loop simulation.

4.3.10 Execution of A/D/V Plan

- The requirements for executing the A/D/V plan are defined in the following sections:

4.3.11 Approval of Development / Validation Test Set-up

- Approval of the plan must be approved by the Dakkota Integrated Systems Platform/Program Team

4.3.12 Build Events

- The Suppliers shall provide the Dakkota Integrated Systems Platform/Program Team with the hardware and the corresponding analytical or math model design representation to support the required build events leading to final production release. Note: For every build stage of the program, there will be a corresponding analytical or math model design representation.
- Should any build difficulties be experienced at pre-prototype and prototype, the Suppliers shall immediately produce replacement parts incorporating design improvements for use in validating the improved design in the very next usage of the part.

4.3.13 Build Disposition

- The Suppliers are to ship or hand deliver all parts to Dakkota Integrated Systems Platform/Program team at the location determined and communicated by the team.

4.3.14 Issue Reports and Tracking

- The Suppliers shall utilize a disciplined corrective action process and a suitable tracking system for build related issues. The Suppliers will provide the Dakkota Integrated Systems Platform/Program Team with weekly updates on root-cause analysis and a target completion dates for closing any Issue Reports that may result from any build events.

4.3.15 Final A/D/V Report

- The Suppliers final reporting requirements are defined in the following sections:
- Design Validation: As required by the A/D/V, the Suppliers shall complete a design validation report and a final A/D/V P&R. The supplier shall submit to the Dakkota Integrated Systems Platform/Program Team the documentation required by their designated A/D/V submission level.
- Production Validation: The Suppliers shall complete a production validation report and a final A/D/V P&R. When Product Validation is required for a prototype or pre-prototype event, the Suppliers shall use the A/D/V to document the results. The Suppliers shall submit to the Dakkota Integrated Systems Platform/Program Team the documentation required by their designated A/D/V submission level.
- Post Validation Audit: The Suppliers shall complete a post validation audit final reports and a final A/D/V P&R. the Dakkota Integrated Systems Platform/Program Team will specify the information required for review and approval, the submission requirements, and the timing.

4.3.16 Validation of Changes

- When a change occurs to the product or process, the Suppliers and the Dakkota Integrated Systems Platform/Program Team shall determine the validation procedures that must be repeated.

4.3.17 A/D/V Approval

- The A/D/V process shall be considered complete when the requirements listed below have been satisfactorily met or completed. These requirements apply to design validation, product validation, and post validation audit.
- The requirements set forth in the applicable vehicle subsystem and component Technical Specifications, the geometry, and this SOR:
- Applicable Federal / Canadian / Export regulations
- Design Failure Modes and Effects Analysis (DFMEA) using the standard industry format
- Resolution of all issues resulting from evaluations. (Resolution is to be confirmed by successful validation)
- All associated problem communications and issue reports are “resolved” and “closed”
- A/D/V Plan and all A/D/V activities

- Submission of the required documentation to the Dakota Integrated Systems Platform/Program Team, either through A/D/V P&R, or as specified by the Dakota Integrated Systems Platform/Program Team
- Concurrence of the Dakota Integrated Systems Platform/Program Team that the above requirements have been satisfactorily met or completed

4.3.18 Parts Qualification

- All parts shall receive qualification approval per PPAP prior to their use for any production build. Each combination of part, vehicle, and manufacturing site shall be approved independently. The Suppliers shall develop and execute qualification activities consistent with QS/ISO/TS and designed to assure reliability of the parts within the Dakota Integrated Systems Platform/Program product.

4.3.19 Validation Records

- All validation records shall be kept by the supplier until the appropriate Dakota Integrated Systems Division approves disposal (minimum of 10 years after production ceases).

4.3.20 KEY DEFINITIONS FOR ANALYSIS/DEVELOPMENT/VALIDATION PROCESS

A/D/V Process

- The A/D/V process is a sub-process within the Product Engineering Process and contains the tasks necessary to plan, execute and manage the evaluation of product performance with respect to technical requirements. It is based on learning cycles designed to provide product performance data and design improvement suggestion, leading to confirmation that product requirements are met.
- Development: The structure process of comparing, modifying, selecting, and optimizing through analyses, demonstrations, inspections, and/or tests to meet requirements.
- Validation: The formal process of confirming, through analyses, demonstrations, inspections, and/or tests that a requirement is met.

Method of Development and Validation

- Analysis: A Calculation of the product or manufacturing system / process performance under specified conditions using mathematical representation (e.g., mathematical models, simulations, algorithms, equations), in accordance with a procedure, and documenting the results. Also, the generation of conclusions through the examination of data.
- Demonstration: Exercising the product or manufacturing process under specified conditions, in accordance with a procedure, and documenting the results.
- Inspection: Examination of the product or manufacturing process, in accordance with a procedure, and documenting specified physical characteristics.
- Test: Exercising the product or manufacturing process under specified conditions, in accordance with a procedure, collecting quantitative data via instrumentation, and documenting the results.

Validation Phases

- Design Validation: The process of confirming through analyses, demonstrations, inspections, and/or tests that the product design meets its technical requirements (engineering specifications / component drawing) without including the effects of manufacturing induced variation. Variation will exist in the parts on test, but is not representative of the variation from the production process.
- Product Validation: The process of confirming through analyses, demonstrations, inspections, and/or test that the product design meets its technical requirements (engineering specifications / component drawing) when including the effects of manufacturing variation. To complete this validation in time to affect pilot, this variation should be simulated in pre-production hardware or analyses, or by exception, with product hardware produced from production tools / equipment.
- Post Validation Audit: The re-validation against requirements. Post Validation Audit is achieved by re-executing selected variation is those, which are particularly sensitive to variation produced from manufacturing/assembly processes. For components and subsystems, the parts must be off production tools and produced in the production environment with production personnel at normal production rates.

4.4 SUBCONTRACTING, DESIGN, ENGINEERING & TEST SERVICES

4.4.1 The Supplier may have a third party furnish engineering, design or testing services in connection with the obligations of Agreement. Subcontracting of engineering analysis and testing must be done only at sources approved by the Dakota Integrated Systems Platform/Program Team. The Supplier shall provide a list of proposed subcontractors for Dakota Integrated Systems Platform/Program Team approval.

4.5 DESIGN/DRAWING CONFORMANCE

4.5.1 Drawings produced by the Supplier must show the following:

- Interface areas
- Geometric dimensioning and tolerancing (GD & T)
- All specifications and call outs (Material and performance)
- Mass values
- Accurate projections and line work
- Cross sections through each attaching point (unless typical)
- Fastener outline
- Assembly tool clearance
- Installation torque
- Welding specifications
- Tooling control datums (CS's)

4.5.2 DRAWINGS DIAMETRIC FORMAT

- The drawing format to be used will be determined and agreed to for the Dakota Integrated Systems Platform/Program. Typically, this format provides drawing standards for:
 - Title block, index and size
 - Revision level and content
 - General notes and Special Characteristics (per industry accepted standards and practices)
 - Datum locations
 - Feature controls and hole locations
 - Check point locations

4.5.3 Weld locations

- For dimensional control purposes, supplemental drawings may be used to define GD&T and Special Characteristic specifications

4.6 COMPUTER AIDED DESIGN (CAD) REQUIREMENTS

- 4.6.1 All electronic math data transmissions from the Program Design Center to Suppliers will be in the native file format of the math data master.
- 4.6.2 In order to properly interface with existing envelopes in which a given (part) or sub-assembly will reside, the corresponding electronic math data must be provided by the Supplier in the native file format. Components (parts) of sub-assemblies must include interface requirements.
- 4.6.3 The Supplier assumes responsibility and costs associated with math data translations from and/or to the native file format of the Dakota Integrated Systems Platform/Program Design Center, including any/all previously design released part(s) that may be “carried-over” from any prior designs.

Section Five

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5.0 SUPPLIER COMPETITIVENESS, COSTING/QUOTING & ENGINEERING CHANGES

5.1 SUPPLIER COMPETITIVENESS

5.1.1 Dakkota Integrated Systems is committed to providing its customers with the highest possible value for products and services rendered. This includes the latest technologies available on core products manufactured by Dakkota Integrated Systems and subcontractor provided subsystems, component systems, and components. Dakkota Integrated Systems is also committed to achieving reasonable profits on its products and services while extending the same to its Suppliers. Throughout the life of a vehicle program, Dakkota Integrated Systems Suppliers are expected to execute their product and services and operate this business consistent with meeting these objectives mentioned while helping Dakkota Integrated Systems achieve high car marker customer satisfaction. During program lives, if Suppliers competitiveness, including performance jeopardizes Dakkota Integrated Systems customer satisfaction and program objectives, Dakkota Integrated Systems maintains the right to seek competitive alternatives. Pertaining to cost competitiveness, suppliers will be given “last right of refusal” prior to contracting alternative sources.

5.2 PROGRAM COSTING/QUOTING

5.2.1 The Dakkota Integrated Systems Platform/Program Team requires a complete “Open Book” costing environment. Suppliers will provide piece cost / tooling / fixture breakdowns, per Dakkota Integrated Systems provided format. Supplier will make available, back-up detail for line-item costs. Dakkota Integrated Systems retains the right to audit all cost variables as they relate to material, labor, burden (fixed / variable), SGA, and profit.

5.2.2 Cost impact associated with a Dakkota Integrated Systems or OEM driven engineering change will be negotiated on a case-by-case basis. Generally, engineering change cost associated with changes to improve the appearance, performance or interface of an existing pre-production or production design will be the responsibility of the Supplier. Additionally, costs associated to a part or sub-assembly performance failure or design interface issue is the responsibility of the source. This also includes any additional engineering/design or testing costs incurred due to source error at any time in the program.

5.2.3 Any deviation from product defined in this section must be clearly identified and any deviation detailed. The Supplier’s cost is piece cost which is inclusive of all costs necessary to design, engineer, validate, provide PFMEA, and to deliver to the purchasing Dakkota Integrated Systems Division a high quality, full production-ready interior component.

- 5.2.4 Suppliers will supply prototype (pre-production) part requirements at the same pricing level as production. Dakkota Integrated Systems will reimburse the Supplier for pre-production products and tooling costs after successful completion and part/package for the pre-production program.

5.3 ENGINEERING CHANGES

- 5.3.1 The Dakkota Integrated Systems Platform/Program team will immediately notify the supplier in writing of program changes and changes in vehicle design that will alter the requirements specified in this RFQ package. Engineering change inquiries and direction will be communicated through: (a) an RFQ package along with revisions to this statement of requirements or (b) an RFQ package accompanied by Dakkota Integrated Systems standard product/process change and release notice.
- 5.3.2 A log of engineering changes is to be maintained by the Supplier. The log is to be part specific and track part cost impacts and tooling increases/decreases and is subject to audit by the Dakkota Integrated Systems Platform/Program Team when requested. Product/process change and release notices are an extension of this statement of requirements.
- 5.3.3 The Supplier shall immediately notify the appropriate Dakkota Integrated Systems Platform/Program Team of technical problems/events/new information/program changes/etc. that could result in increase or decrease in costs or delays in attainment of program milestones, schedules, or delivery dates.
- 5.3.4 Proposed additional costs and supporting information must be submitted in writing to the Buyer for consideration. Approval must be obtained prior to incorporation of the changes necessitating the additional costs. Delays in schedules and deliveries must be negotiated with the appropriate Dakkota Integrated Systems Platform/Program Team. This SOR will be amended to reflect the agreed upon changes.

5.4 TOOLING & PIECE PRICE PAYMENT TERMS

5.4.1 Tooling:

Pre-production: Net 60 days from satisfactory completion of the following:

- Completion Dakkota Integrated Systems build requirements
- Supplier approved pre-production submission package(s)
- Dakkota Integrated Systems / OEM Tooling Audit
- Design Signoff
- Final Equipment Design
- Purchase Order

- Cost Breakdown(s)
- Quote processing

Production: Net 60 days from satisfactory completion of the following:

- Dakota Integrated Systems / OEM Full validation and PPAP approval
- Supplier full validation and PPAP approval
- Dakota Integrated Systems / OEM Tooling Audit
- Design Sign Off
- Final Equipment Design
- Purchase Order
- Cost Breakdown(s)
- Quote Processing

5.4.2 Part Invoices:

Pre-production Part Invoices: Paid net 7th day, second month from receipt of approved parts.

Production Part Invoices: Paid net 7th day, second month after receipt of PPAP approved parts.

5.5 ENGINEERING CHANGE COSTS - STORAGE

5.5.1 Suppliers assume responsibility for costs associated with producing ahead of schedule (bank-building) in order to execute tooling changes without interrupting supply. This includes packaging, preservation and storage.

5.6 PRE-PRODUCTION & TOOLING SHIPMENTS

The Supplier will ship all pre-production and tooling shipments as directed by the Dakota Integrated Systems Operating Division. The Supplier is responsible for notifying the Dakota Integrated Systems Operating Division prior to shipment availability of transportation related routings. This includes (but is not limited to) mode, carrier, and delivery windows. Unless specifically stated in the purchase order, prepaid freight charges will not be reimbursed. Where the purchase order states "FOB Shipping Point prepaid", carrier may be determined by the supplier, but the Dakota Integrated Systems Operating Division reserves the right to schedule the mode and delivery windows.

Section Six

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6.0 MATERIAL SUPPLY

- 6.1 Material Supply Plan**
- 6.2 Premium Freight**
- 6.3 Production Part Releases**
- 6.4 Electronic Communication**

6.0 MATERIAL SUPPLY

6.1 MATERIAL SUPPLY PLAN

- 6.1.1 The Supplier is to prepare a Material Supply Plan for this project. The plan should identify parts to be manufactured by the supplier, and parts or assemblies to be obtained from third tier suppliers including tooling and raw material. Sources of supply for purchased parts are to be identified, but the quality, reliability, and performance of these purchased parts are the responsibility of the Supplier.
- 6.1.2 In addition, prior to approving the source, Dakkota Integrated Systems may require a financial assessment as well as an onsite quality system assessment at the manufacturing location for the component, to review the facility on a first hand basis.

6.2 PREMIUM FREIGHT

- 6.2.1 Suppliers are responsible for meeting delivery dates associated with pre-production and production product delivery and events leading up to supply (e.g. tooling, submissions testing, etc.), premium transportation associated with protecting delivery dates and/or any impact of delinquencies will be at the Suppliers expense.

6.3 PRODUCTION PART RELEASES

- 6.3.1 Suppliers will receive production part releases from the Purchasing Dakkota Integrated Systems Operating Division on a weekly basis with appropriate requirements shown. Daily deliveries will be required for most supplier items, unless otherwise directed.

6.4 ELECTRONIC COMMUNICATION

- 6.4.1 Suppliers are required to be compliant to Dakkota Integrated Systems Operating Division required format requirement for electronic communications for releasing and shipping.

Section Seven

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7.0 QUALITY ASSURANCE & RELIABILITY

7.1 QS/ISO/TS

7.2 Advanced Quality Planning

7.3 Tooling, Inspection and Verification

7.4 Fixture Requirements

7.5 Dimensional Certification & PPAP

7.6 Materials Laboratory Requirements

7.7 Color/Appearance, Lab and Validation

7.8 Reliability

7.0 QUALITY ASSURANCE

7.1 QS/ISO/TS

7.1.1 All Tier 2 Suppliers for this Dakkota Integrated Systems Platform/Program must be 3rd party registered to QS/ISO/TS by the start of pre-production of this vehicle program. Prior to that, the quality system requirements of QS/ISO/TS apply to each phase of the program. Under special circumstances, arranged through the purchasing Dakkota Integrated Systems division, a second party assessment by Dakkota Integrated Systems personnel may be accepted in place of 3rd party registration.

7.1.2 Consistent with QS/ISO/TS, the following reference documents are considered requirements for this Dakkota Integrated Systems Platform/Program.

- AIAG QS/ISO/TS Quality System Requirements
- AIAG Statistical Process Control (SPC) Reference Manual
- AIAG Measurement Systems Analysis (MSA) Reference Manual
- AIAG Potential Failure Mode and Effects Analysis (FMEA) Reference Manual
- AIAG Product Part Approval Process (PPAP) Manual
- AIAG Advanced Product Quality Planning and Control Plan Manual

7.2 ADVANCED QUALITY PLANNING

7.2.1 Suppliers are required to participate in cross-functional activities pertaining to quality planning and production readiness. Dakkota Integrated Systems Supplier Management Process (SMP) will define the inputs and outputs associated. Dakkota Integrated Systems personnel will also perform supplier production readiness reviews at Supplier locations, using our production readiness checklist.

7.3 TOOLING INSPECTION & VERIFICATION

7.3.1 Suppliers are required to perform CMM layout inspection of all tooling aids prior to tool fabrication and all tools prior to part manufacturing. Inspection records will be available for review by Dakkota Integrated Systems Platform/Program Team.

7.4 FIXTURE REQUIREMENTS

7.4.1 Suppliers are encouraged to design and fabricate “Universal check fixtures” which can accommodate both CMM inspection and in-process variable data inspection.

- Check fixtures must meet requirements of OEM fixture standards and AIAG Measurement Systems Analysis

- Gage concepts and designs to be approved by release engineer and division quality engineer prior to construction
- Must have CMM holding fixture prior to Proto phase MRD
- Plug Gages (hand-applies) required for sub-datum Special Characteristics
- Special Characteristics must have variable data collected
- Must have plug gages (hand-applies) for openings where Dakota Integrated Systems plant or sequencer/sub-assembly will install something in a hole
- Production fixture must collect variable data on Special Characteristics (should plan on upgrading prototype CMM holding fixture for production use)
- Fixture must be in body position (not in die draw)

7.5 DIMENSIONAL CERTIFICATION & PPAP

- CMM layout data is required prior to MRD dates for each program phase
- CMM layouts must be performed on all components and sub-assemblies
- Layouts must be performed on programmable DCC drive CMM machines with math data compatible software
- Layout reports must reflect dimensions from design nominal and include x, y, z and vector coordinates
- Dimensional verification required by the design record and the Control Plan will be required and results indicating compliance with specified requirements. Supplier shall have dimensional results for each unique manufacturing process (e.g., cells or production lines and all cavities, molds, patterns or dies).
- The Supplier shall indicate the date of the design record, change level, and any authorizing engineering change document not yet incorporated in the design record to which the part was made. Change level, design date, Supplier name and part number will be reflected on all auxiliary documents (e.g., supplementary layout result sheets, sketches, traces, cross sections, CMM inspection point results, geometric dimensioning and tolerance sheets, or other auxiliary drawings used in conjunction with the part drawing). Copies of these auxiliary materials shall accompany the dimensional results as required by the Dakota Integrated Systems Platform/Program Team.
- PPAP statistical reports requirements for Ppk and Cpk will be based on the requirements as defined in the AIAG PPAP manual. Any deviations will require approval from the Dakota Integrated Systems Platform/Program Team, receiving Dakota Integrated Systems Operating Division and the OEM.
- PPAP(s) is to be submitted to the receiving Dakota Integrated Systems Operating Division.

7.6 MATERIALS LABORATORY REQUIREMENTS

- The Dakota Integrated Systems Platform/Program Team will follow the requirements set forth in QS/ISO/TS (Customer Specific requirements) regarding materials laboratory requirements for PPAP submissions. This includes requirements for material approval, test lab accreditation and calibration services.

7.7 COLOR/APPEARANCE, LAB AND VALIDATION

- Components that are identified as color/appearance items will require assessment of appearance prior to official PPAP submission promise date. Appearance Reviews must be initiated to obtain AAR (Appearance Approval Report) approval signatures. Parts submitted for color/appearance approval that are not dimensionally correct, must be marked, "**For color only, not dimensionally correct**".
- Color approval is for complete sub-assemblies or components, not piecemeal.
- Color approval given may still require further tweaking to achieve product / vehicle harmony.
- PPAP timing needs to comprehend all lab and validation requirements for full PPAP (i.e.: solar exposure, deployments). Lab and validation requirements will need to be complete prior to official PPAP submission promise date. If they are not complete, *at best* status would be interim A--"Pending completion of long-term testing".

7.8 RELIABILITY

- 7.8.1** Durability requirements for this Dakota Integrated Systems Platform/Program interior product are 10 years / 150,000 miles. Design and engineering decisions on this program must be consistent with meeting this requirement.

Section Eight

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8.0 SERVICE REPLACEMENT PARTS & WARRANTY

8.1 Replacement Part Obligation and Duration

8.2 Supplier Warranty Participation

8.0 SERVICE REPLACEMENT PARTS & WARRANTY

8.1 REPLACEMENT PART OBLIGATION AND DURATION

8.1.1 Suppliers to this Dakkota Integrated Systems Platform/Program are required to guarantee the supply of original production product for service replacement part purposes for a period no less than ten (10) years following completion of vehicle production. Suppliers agree to fulfill this supply obligation at production piece prices for the duration. It is the responsibility of the Tier 2 supplier to extend this obligation contractually to further tier suppliers as part of securing obligation to Dakkota Integrated Systems. Suppliers agree to preserve and protect tooling, gages, fixtures, drawings/specifications and material in order to fulfill this contractual commitment.

8.1.2 Life of Service and Service Part Support

- Suppliers shall provide Service and Service part support for a minimum period of ten (10) years following completion of the OEM vehicle production, which utilizes this Dakkota Integrated Systems Platform/Program product, unless otherwise specified in the RFQ.

8.1.3 Service Information

- Suppliers shall provide design related information, hardware/software specifications, calibration listings (variables and values), prints, production assembly drawings (PADS), consultation, and component parts, as requested, to aid in the development of services deliverables, including, but not limited to, the vehicle's owner manual, service manual, training development, labor time guide, and parts catalogue. In addition, Suppliers shall review all service information content relative to this Dakkota Integrated Systems Platform/Program product and assure and approve its accuracy in accordance with specified timing schedules.
- Suppliers shall provide and keep current, subsystem and component level diagnostic procedures, repair procedures, and interface artwork in support of vehicle service information development, process and schedule. Additional items may be required as determined by the Dakkota Integrated Systems Platform/Program Team. Supplier support shall be provided as needed in the verification and validation of the information.
- All material developed by the Suppliers for use in this Dakkota Integrated Systems Platform/Program product service information shall conform to agreed upon standards.

8.1.4 Vehicle Owner's Manual

- The Suppliers shall provide a complete description of function, operation, and required maintenance of their product as a part of this Dakkota Integrated Systems Platform/Program product. This information will be used in preparation of the Vehicle

Owner's Manual. In addition repair instructions and information on how to access and replace any parts of this Dakkota Integrated Systems Platform/Program product that the vehicle owner can reasonably be expected to repair shall be provided.

8.1.5 Service Parts Information

- The Suppliers shall identify one contact person (name, address, and phone and fax number) and shall provide this information to the Dakkota Integrated Systems Platform/Program Team to discuss service parts definition processes and data requirements immediately upon any awards of contract for this program.
- Production and service part numbers should be the same if the production and service part are physically identical. Separate service part numbers should not be assigned for non-part characteristics such as packaging, unless directed by the Dakkota Integrated Systems Platform/Program Team.

8.1.6 Bill of Material

- The Suppliers shall provide an indented production Bill of Material parts list, containing all service parts, including service only and/or subassembly part numbers, and must include a "Service Parts" column marked "Y" (yes) for all serviced parts. Less Finish and color specific parts are to be identified separately on the BOM. The BOM must include program name, model year, body style and option codes, part numbers on all service part components, including fasteners, adhesive and sealers, component quantity per assembly, component drawing number and drawing date. Dakkota Integrated Systems Platform/Program Team may require additional requirements.

8.1.7 Exploded View Assembly Illustrations

- The Suppliers must provide exploded view assembly illustrations with a parts list keyed to the illustration, to aid in service determination and to create catalogue graphics.

8.1.8 Service Parts Change Control

- Whenever there is a change to any products within this Dakkota Integrated Systems Platform/Program product, the Suppliers shall ensure the Dakkota Integrated Systems Platform/Program Team will be informed of the engineering change. When products are changed or revised, every effort shall be made by the Suppliers to assure that a comparable substitution can be made for products, by designing the improved products to fit past product / systems as well as current systems.
- Suppliers shall warrant that there will be no change to tools without written permission by the Dakkota Integrated Systems Platform/Program Team Program Manager, or designee.

- When the products are changed or revised, it is imperative that new Supplier parts be assigned when:
 - The superseded products are replaced due to improved quality, reliability, dependability, performance, or service;
 - Differences in dimensions, material, appearance, or other characteristics are such that the superseded and superseding products are not directly and completely interchangeable in every way;
 - Superseded products are limited for use in specific products or motor vehicles and the superseding production do not have the same limitations.
- Suppliers must provide completion revision service for all BOM and drawing changes. The Suppliers must also provide documentation concerning 1st and 2nd design differences, stock dispositions, drawings, and effective points, prior to the implementation of the change.

8.1.9 Service Tools and Equipment

- The Suppliers shall, to the extent possible, design their product in this Dakkota Integrated Systems Platform/Program so as to not to require any special service or diagnostic tools specific to the sub-system. If necessary, Suppliers shall provide assistance, information, specifications, components, and validation assistance to Dakkota Integrated Systems Platform/Program Team and the OEM Service organization for development of dealer diagnostic tools / equipment for the product service. If unique repair tools are required, the Suppliers shall assist in overseeing the development of the tools with the designed Dakkota Integrated Systems Platform/Program team member(s) and OEM tool supplier.
- 100% of the service parts shall be available at the OEM warehouses from the Suppliers per releases communicated via the Dakkota Integrated Systems Platform/Program manufacturing facility and the OEM Service Parts Organization.

8.2 SUPPLIER WARRANTY PARTICIPATION

8.2.1 Dakkota Integrated Systems has warranty management responsibility for the vehicle production life of this program. This obligation includes financial responsibility for warranty issues. Suppliers are expected to comply with the terms and conditions of the OEM's warranty programs. Without restricting the foregoing, the sub-supplier is responsible for taking such steps, providing such disclosures and doing all things as may be necessary or desirable and within its control to Dakkota Integrated Systems to meet the OEM's warranty requirements. For problems determined by Dakkota Integrated Systems or the OEM to be caused by a sub-supplier's component(s), the sub-supplier will be responsible for 100% of any financial charge-back the OEM issues to Dakkota Integrated Systems. This will be handled through debits from Dakkota Integrated Systems Operating Divisions with appropriate back-up documentation of warranty incidents. Suppliers are expected to participate on warranty analysis and resolution throughout the production life of the vehicle.

REVISION HISTORY

Revision Level	Revision Date	Description	Authorized by
Initial	10/13/05	Initial release	S Vargas
		◆	
		•	
		○	
		•	



SOR ACKNOWLEDGMENT SHEET

Please retain a copy of this sheet in your Statement of Requirement (SOR) and return an original signed copy, indicating that you have received, reviewed and accepted in principle the contents of this SOR. All communications with respect to the contents of this SOR are to be addressed initially to Dakkota Integrated Systems Purchasing & Supplier Development at Dakkota Integrated Systems.

Supplier Contact Information:

Supplier Name

Address

City

State

Zip Code

Telephone

Fax

E-mail

Supplier:

Authorized Signature: _____

Name and Title: _____

Date Signed: _____

Dakkota Integrated Systems:

Authorized Signature: _____

Name and Title: _____

Date Signed: _____