

2. Amendment/Modification No. 63	3. Effective Date 2002AUG15	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM SFAB-GCS-W-BCTP BRIAN THELEN (586)753-2118 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: THELENB@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000	Code	S2305A
			SCD A PAS NONE ADP PT SC1012		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.	<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. DAAE07-00-D-M051/0002
	<input type="checkbox"/>	10B. Dated (See Item 13) 2000NOV16
Code INLE2	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AA NET DECREASE: -\$286,780.00

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 checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) MAJ W PETERMANN PETERMAW@TACOM.ARMY.MIL (586)753-2074		
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 2002AUG15

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

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 63 to Delivery Order 0002 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for the conditional acceptance of 10 Infantry Carrier Vehicles (ICV). The Contractor Serial Numbers are as follows:

ICV-0033	ICV-0100
ICV-0034	ICV-0101
ICV-0094	ICV-0102
ICV-0095	ICV-0103
ICV-0096	ICV-0104

3. Baseline Configuration. The baseline configuration, for the vehicles manufactured in the Anniston, Alabama facility, is manufactured to the contractor's General Assembly ICV Part Number 10651420-011 (12479551) and Engineering Release Record (ERR) Number GDV0220, dated 6 March 2002.

4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the ICVs, C.5.5 are waived for the vehicles covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:

- a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of Stryker Armored Vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.

- b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the ICV Performance Specification, and any Interface Control Documents related to Government Furnished Material.

- 1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.

- 2) The Joint Contractor-Government Configuration Management (CM) Team has established a corrective action plan for the CM process. To clarify the CM process, the contractor and the Government agree to execute a contract modification which specifies the CM process NLT 30 August 2002.

- 3) Delivery Team Meetings. The previously established joint contractor-Government Delivery Team shall coordinate the resolution of production, performance, and vehicle configuration issues.

5. The contract provisions of C.3.10 are waived for the vehicles covered by this modification subject to the following conditions:

- a. The contractor complies with requirements covered by previous modifications to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. (Reference contractor waivers W-BCT-0002, W-BCT-0004, and W-BCT-0005 R1).

- b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicles accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval.

6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects (excluding minor defects) or deficiencies in parts, components or assemblies provisionally released. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped,

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correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.

7. The vehicles will be conditionally accepted pending completion of the First Production Vehicle Inspection (FPVI). For any discrepancy discovered during the completion of the FPVI, the contractor shall perform corrective action and/or retrofit of all ICVs previously accepted. The corrective action and/or retrofit of the vehicles shall be performed at a location specified by the Government, at no additional cost to the Government.

8. To inspect the vehicles covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) ICV FIR Revision D, dated 31 May 2002.

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

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is a part of the contract file. The contractor shall submit the vehicle specific Attachment A within 2 business days after the DD 250 approval. If a DD 1149 is required, the contractor shall provide the vehicle specific Attachment A within two business days after shipment. The parts and hardware shortages shall be installed on the vehicles, at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The Attachment A addresses the open issues and the Vehicle Information Data Sheets (formerly Attachment B) addresses the retrofit plan associated with the vehicles referenced in paragraph 2 above.

The contractor shall generate and maintain a vehicle unique Vehicle Information Data Sheets (VIDS), formerly Attachment B. The contractor shall provide an automated solution that can function within the IDE. The VIDS database shall incorporate all the information related to required, known or planned retrofits of the vehicles identifying and tracking the missing parts, corrected parts, software changes, unresolved/open issues pending corrective action identification or any other action that may result in a retrofit. The contractor shall deliver electronically a weekly update to the VIDS (IAW CDRL TBD) beginning no later than 15 August 2002. At a minimum, the VIDS update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and pending or open issues that may result in retrofit. The VIDS submission shall be structured to sort by retrofit items/issues as well as by vehicle. No later than 15 September 2002, the VIDS database shall be populated with all of the required information pertaining to all Stryker vehicles previously conditionally accepted.

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

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

2) The winch. (Reference Contractor Waiver W-BCT-024)

c. Execution of the retrofit plan per the steps, procedures and schedule identified in the VIDS which is incorporated into this modification by reference.

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

e. Armor (14.5mm). In the event the 14.5 Armor does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the armor, at a location specified by the Government, at no additional cost to the Government.

f. Armor Panel Grit Adhesion Issue. Vehicles may be conditionally accepted and shipped prior to the implementation of the corrective action for the Armor panel grit adhesion issue. The armor panel grit issue must be added to Attachment A. The contractor agrees to provide the necessary corrective action and retrofit all vehicles as necessary, at a location specified by the Government, at no additional cost to the Government.

10. The parties agree to reduce the unit price of each of the vehicles presented for acceptance by \$28,678 prior to liquidation of progress payments) pending mutual resolution of production verification test provisions. The parties agree to resolve any open Performance Specification issues, revise/clarify the specification, and address open compliance elements under discussion.

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

11. The Government will withhold \$264,623 per vehicle (after the liquidation of progress payments) for all of the items addressed above in Paragraph 9 of this modification.

a. Upon installation of the Armor on the vehicles, the contractor may invoice for the total amount of the withhold due to the Armor shortage (\$73,445 per vehicle). The release of the withhold is subject to Government inspection and acceptance of the armor. This condition will be met upon Government verification that the installation has been satisfactorily accomplished.

b. Upon installation of the Remote Weapon Station (RWS) on the vehicles, the contractor may invoice for \$119,644 per vehicle of the total amount withheld due to the RWS shortage. This partial release of the withhold is subject to Government inspection and acceptance of the RWS installation. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The remainder continues to be withheld until the contractor's RWS product qualification testing is successfully completed.

12. Shipping instructions.

a. Subsequent to vehicle inspection/acceptance, the vehicles will be shipped in place until the Armor and RWS are installed satisfactorily. Under no circumstances are the vehicles to be shipped to Fort Lewis without the Armor and RWS properly installed. While the vehicles are shipped in place, the contractor shall be responsible for the cost, the security, and the maintenance of the vehicles. Each vehicle under this modification shall be shipped no later than 22 calendar days following approval of the DD 250. The Government will not incur any expense due to the shipment of the vehicles in place.

b. The W3P retrofitted cable, TRW P/N 881335-3 Revision C, JV P/N 16102675-002 shall be installed on each vehicle under this modification prior to completion of deprocessing.

c. While the vehicles are shipped in place, the contractor may have access to the vehicles to install some of the hardware/parts shortages addressed in Paragraph 9 above.

d. In order to ensure the vehicle shipping height does not exceed 110 inches, the contractor shall stow and fold the RWS into its transport position prior to shipping.

13. As a result of this modification, the total price of Delivery Order 0002 is decreased by \$286,780. Except as specifically stated above, all other terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 061 ***

CONTINUATION SHEET

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X11GX001X1 PRON AMD: 35 ACRN: AA AMS CD: 311071</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W909530320H001</td> <td>Y00000</td> <td>M</td> <td></td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK</u></td> <td><u>BLK</u></td> <td><u>PT</u></td> <td></td> </tr> <tr> <td></td> <td>009</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>006</td> <td>DELETED</td> <td></td> </tr> <tr> <td>007</td> <td>5</td> <td>31-AUG-2002</td> </tr> <tr> <td>008</td> <td>15</td> <td>30-SEP-2002</td> </tr> <tr> <td>009</td> <td>8</td> <td>31-OCT-2002</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909530320H001	Y00000	M		2		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>			009					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	006	DELETED		007	5	31-AUG-2002	008	15	30-SEP-2002	009	8	31-OCT-2002	28	EA	\$ 1,417,771.000	\$ 39,697,588.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																							
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AS	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X11GX001X1 PRON AMD: 35 ACRN: AA AMS CD: 311071</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 022 W909532141L016 W91A2N M 1 <u>PROJ CD BRK BLK PT</u> IOL <u>DEL REL CD QUANTITY DEL DATE</u> 001 8 31-JUL-2002</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 026 W909532226L002 W81C5M M W4QUAA 1 <u>PROJ CD BRK BLK PT</u> IOL <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 31-JUL-2002</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W81C5M) PR USA ABERDEEN TEST CTR BLDG 358 COLLERAN ROAD ABERDEEN PROV GND MD 21005-5001</p> <p>MARK FOR: MARK FOR: W4QUAA</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u></p>	10	EA	\$ 1,389,093.000	\$ 13,890,930.00

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE <u>ITEM</u>	PRON/ <u>AMS CD</u>	ACRN	OBLG STAT/ <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>		<u>INCREASE/DECREASE AMOUNT</u>		<u>CUMULATIVE AMOUNT</u>
0001AA	X11GX001X1 311071	AA	1 1GXP01	\$	53,875,298.00	\$	-14,177,710.00	\$	39,697,588.00
0001AS	X11GX001X1 311071	AA	1 1GXP01	\$	0.00	\$	13,890,930.00	\$	13,890,930.00
					NET CHANGE	\$	-286,780.00		

<u>SERVICE NAME</u>	<u>NET CHANGE BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>ACCOUNTING STATION</u>	<u>INCREASE/DECREASE AMOUNT</u>
Army	AA	21	12033000015R5R07P31107131E9	S20113	W56HZV	\$ -286,780.00
						NET CHANGE \$ -286,780.00

		<u>PRIOR AMOUNT OF AWARD</u>		<u>INCREASE/DECREASE AMOUNT</u>		<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	697,412,998.00	\$	-286,780.00	\$	697,126,218.00