



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 9</b>
	PIIN/SIIN DAAE07-00-D-M051/0002      MOD/AMD 94	
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 94 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 8 (eight) Infantry Carrier Vehicles (ICVs). The Contractor Serial Numbers will be established at the time of conditional acceptance.
3. Baseline Configuration. The baseline configuration, for the vehicles manufactured in the Anniston, Alabama facility, is 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 ICV, 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) Board shall meet on a regular basis and the Board shall use the newly agreed to CM process. The parties agree to execute a contract modification to incorporate the new CM process into the contract NLT 15 November 2002. The contractor shall submit a revised CM Plan NLT 30 November 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, 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, 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 resolution of outstanding FPVI findings. 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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 9**

PIIN/SIIN DAAE07-00-D-M051/0002

MOD/AMD 94

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

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 E, dated 6 September 2002.

9. Pursuant to the FIRs identified in paragraph 8 above, the subject ICV 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 retrofit data sheets, formerly Attachment B. The contractor shall provide an automated solution that can function within the IDE. The Contractor's Retrofit 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 data base (IAW CDRL TBD). At a minimum, the data base update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and pending or open issues that may result in retrofit. The Contractor's Retrofit Data Base submission shall be structured to sort by retrofit items/issues as well as by vehicle. No later than 15 October 2002, the Contractor's Retrofit Data Base 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 vehicle unique retrofit data sheets which are 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.

11. The Government shall withhold a total of \$72,993 per vehicle (after the liquidation of progress payments) for all the items addressed in Paragraphs 9 and 11 of this modification.

a. The contractor shall install all armor prior to shipment. The Government shall withhold \$17,000 per vehicle. The armor withhold will be released by vehicle upon verification by a designated Government official that the contractor has retrofitted fully compliant armor.

b. The Remote Weapon Station (RWS) must be installed prior to shipment. The Government shall withhold \$39,000 per vehicle relating

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  PIIN/SIIN DAAE07-00-D-M051/0002      MOD/AMD 94	<b>Page 4 of 9</b>
---------------------------	---	--------------------

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

to RWS qualification/integration testing. Any corrective actions required, as a result of qualification/integration testing, shall be completed at no additional cost to the Government. The contractor may invoice for the withhold amount of \$39,000, on a per vehicle basis, after all qualified (including safety release) corrective actions have been applied to each of the vehicles covered by this modification. The Government agrees to review progress against the RWS corrective action milestones and periodically consider adjustment of the withhold amount.

12. C-130 Ramp Model. The contractor shall run its ramp test model for 12, 13 1/2 and 15 degrees for the ICV and provide the results to the Government not later than 29 December 2002.

13. Shipping instructions.

a. Subsequent to vehicle inspection/acceptance, the vehicles will be shipped in place until the Armor is installed satisfactorily. Under no circumstances are the vehicles to be shipped to Fort Lewis without the Armor 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 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. Prior to shipment, each vehicle must be 100% inspected to the FIR. Should any portion of the FIR not be completed, Attachment A must be annotated to indicate which parts of the FIR are not completed prior to shipment.

e. Shipping Instructions are provided in Section B of this modification.

14. As a result of this modification, the total price of Delivery Order 0002 is decreased by \$229,424. 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 080 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 94

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: 41 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>                      001 W909530320H001 M 2  <u>DEL REL CD QUANTITY DEL DATE</u>                      009 DELETED</p> <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> <p>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      032 W909532282L006 W91A2N M W4GG03 1  <u>PROJ CD BRK BLK PT</u>                      IOL  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 4 31-OCT-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>MARK FOR: <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>                      033 W909532289L002 W91A2N M W4GG03 1  <u>PROJ CD BRK BLK PT</u>                      IOL</p>	7	EA	\$ 1,389,093.000	\$ 9,723,651.00





CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 94

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD            003 W909532289L003 W91A2N M 1</p> <p>PROJ CD BRK BLK PT            IOL</p> <p>DEL REL CD QUANTITY DEL DATE            001 1 31-OCT-2002</p> <p>FOB POINT: Origin</p> <p>SHIP TO: PARCEL POST ADDRESS            (W91A2N) XR W4GG FT LEWIS FLD OFC            BLDG 9630 L ST            FORT LEWIS WA 98433-5000</p> <p>CONTRACT/DELIVERY ORDER NUMBER            DAAE07-00-D-M051/0002</p> <p>EXCEPTION DATA:            "Vehicles are to be shipped in accordance with Security Classification Guide. For further guidance contact PM BCT Security Keith Whitten (586) 753-2135".</p> <p>SHIP TO: FT. LEWIS FIELDING OFFICE            BLDG 3041            FT. LEWIS, WA 98433-5000</p> <p>MARK FOR: MR. COVINGTON, PH: 253-966-4851/            CELL: 253-405-2697            MS. BRAY, PH: 253-966-4851</p> <p>(End of narrative F001)</p>				

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 9 of 9**

**PIIN/SIIN** DAAE07-00-D-M051/0002 **MOD/AMD** 94

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AA	X11GX001X1 311071	AA 1 1GXP01	\$ 9,924,397.00	\$ -200,746.00	\$ 9,723,651.00
0003AA	X11GX091X1 311071	AA 2 1GXP01	\$ 32,848,209.00	\$ -1,428,183.00	\$ 31,420,026.00
0003AB	X11GX091X1 311071	AA 1 1GXP01	\$ 0.00	\$ 1,399,505.00	\$ 1,399,505.00
			NET CHANGE	\$ -229,424.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113	W56HZV	\$ -229,424.00
NET CHANGE				\$ -229,424.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 690,856,792.28	\$ -229,424.00	\$ 690,627,368.28