

2. Amendment/Modification No. BK	3. Effective Date 2002DEC19	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM SFAB-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-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: -\$1,463,390.00

**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) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2068		
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  2002DEC19

<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 BK	
<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 BK 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 5 (five) Engineer Squad Vehicles (ESVs). 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 ESV Part Number 12479557 and Engineering Release Record (ERR) Number GDV0560, dated 11 September 2002, with the exceptions of the Engineering Change Orders outlined in Attachment C. Attachment C is incorporated into this modification by reference.
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 ESVs, 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 ESV 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 NL 30 December 2002. The contractor shall submit a revised CM Plan NLT 15 January 2003.
    - 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, and W-BCT-019 for the MEP).
  - 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 completion of the First Production Vehicle Inspection (FPVI). The ESV Mission

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 3 of 9</b>
	PIIN/SIIN DAAE07-00-D-M051/0002      MOD/AMD BK	

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

Equipment shall be installed on the vehicle during the appropriate portions of the FPVI as specified in the FIR. For any discrepancy discovered during the completion of the FPVI, the contractor shall perform corrective action and/or retrofit of all ESVs 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) ESV FIR Revision Draft, dated 2 August 2002. The magnetic signature duplicator, Part Number 10657181-001, will be installed in the vehicle as overpack. The control box ILMSDCU, Part Number 10656516-001, will be installed in the vehicle. The FIR testing will not be completed prior to DD250. FIR issues, to include potential safety concerns, have been discovered. The contractor is in the process of requesting/making FIR changes which could require the contractor to obtain additional test equipment. Subsequent to the installation of the Integrated Lane Marking System (ILMS), testing shall be completed.

9. Pursuant to the FIRs identified in paragraph 8 above, the subject ESV 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.

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.

g. ESV Operation Mode Summary/Mission Profile (OMS/MP). The ESV conditional acceptance is contingent on the ESVs capability of operating with the mission equipment (surface mine plow or mine roller, magnetic signature duplicator and lane marking system) installed on the vehicle. The vehicle is expected to be in motion for a period of 7.2 hours of a 72 hour mission. The ESV mission-specific equipment is assumed to be in operation (deployed) only for the period of time that the vehicle is in motion. It is not expected that the integration of mission-specific equipment will have a significant impact on the mission reliability of the ESV. The ESV shall have the towing capability specified in paragraph 3.1.1.6.1 Towing, of the IAV Performance Specification number 2000.1, ICV Infantry Carrier Vehicle Performance Specification.

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

Page 4 of 9

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

MOD/AMD BK

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

h. Field Problem Issues. In the event a field problem issue creates the need for vehicle retrofit, the contractor shall perform any corrective action and/or retrofit, at a location specified by the Government, at no additional cost to the Government.

1) The contractor may invoice for any vehicle price withholds due to Field Problem Issues, as referenced in Attachment A of this modification, in the following manner: The contractor may invoice for 50% of a field issue withhold when the contractor certifies that replacement parts/material are available for vehicle application. The contractor may invoice for the remaining 50% of the withhold when the vehicle retrofit has been completed and an authorized Government representative has inspected and accepted the retrofit.

2) In the event the vehicles are not available for the contractor to perform the retrofit within 30 days after the receipt of retrofit material, the contractor may invoice for an additional 30% of the field issues withhold. The remaining 20% shall be withheld until the retrofit has been completed and an authorized Government representative has inspected and accepted the retrofit.

3) If both parties agree that no vehicle retrofit is required, the contractor may invoice for 100% of the field issue withhold.

10. The contractor shall verify the functionality of the ESV MEP during deprocessing at the fielding site. In the event the ESV MEP does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit, at a location specified by the Government, at no additional cost to the Government.

11. The parties agree to reduce the unit price of each of the vehicles presented for acceptance by \$292,678 prior to liquidation of progress payments. The price reduction is made up of two components.

a. The first component is the removal of the Production Verification Test (PVT) cost from the vehicle price at \$28,678 per vehicle. The parties agree to resolve any open performance Specification issues, revise/clarify the specification, and address open compliance elements under discussion.

b. The second component of the price reduction is \$165,000 per vehicle for the pending resolution of the termination settlements for the ESV tele-operations (\$90,000) and mine detection devices (\$75,000). On 8 October 2002, the PCO issued a Termination for the convenience of the Government pursuant to FAR 52.249-1 for the ESV tele-operations and mine detection devices. The termination settlement is pending. A tentative price reduction of \$165,000 per vehicle is taken under this Modification BK for the termination of the ESV tele-operations and mine detection devices.

Modification 86, executed on 16 October 2002 for the conditional acceptance of ten (10) ESV, inadvertently excluded the ESV unit price reduction for the pending resolution of the termination settlement for the ESV tele-operations and mine detection devices. Modification B9, executed on 20 November 2002, effected the price adjustment for 7 of the 10 ESV under Modification B9. This Modification BK finalizes the correction to the price reduction on the remaining three (3) ESVs covered under Modification 86 by allocating the reduction across the five (5) ESVs on this modification as follows:  $\$165,000 \times 5 = \$495,500 / 5 = \$99,000$  reduction per vehicle under this modification. This action completes all excluded adjustments based on the ESV tele-operations and mine detection devices termination of work.

12. The Government shall withhold a total of \$188,135 per vehicle (after the liquidation of progress payments). Of this total, \$138,139 per vehicle is for all of the items addressed above in Paragraphs 9 and 11 of this modification. The remaining withhold of \$50,000 per vehicle relates to the air transportability issues which are addressed in paragraphs 12 and 13 below.

a. The contractor shall install all armor prior to leaving the Anniston facility. 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 conditional acceptance. The Government shall withhold \$39,000 per vehicle relating 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.

13. Transportability.

a. The contractor provided the required CDRL 0010 report per C.3.7.3.2, but the information has changed as the design of the ESV has matured. Therefore, the data submitted is no longer applicable and has to be updated/corrected to meet the contract requirements. The contractor agrees to meet the following milestones:

1) Demonstration of ESV C-130 Egress. The Egress Demonstration shall be conducted not later than 29 November 2002.

2) Transportability Documentation. The contractor shall submit the Transportability Documentation to include all necessary information for Air Force review including but not limited to any necessary waivers, not later than 31 December 2002 to the following:

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

Page 5 of 9

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

MOD/AMD BK

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

Director, Military Traffic Management Command, Transportation Engineering Agency  
ATTN: MTTE-DPE (Mr. Owen Spivey)  
720 Thimble Shoals Blvd., Suite 130  
Newport News, VA 23606

3) The contractor shall run its ramp test model for 12, 13 1/2 and 15 degrees for the ESV and provide the results to the Government not later than 29 December 2002.

4) If the contractor fails to make progress against the aforementioned requirements, the Government may exercise its remedies under the contract.

14. Vehicle Retrofits/Corrective Actions. Any vehicle retrofits or corrective actions required to meet the Transportability Requirements, to include all safety releases, shall be completed by the contractor not later than 31 March 2003.

a. The Government will withhold \$15,000 per vehicle relating to the completion of the hardware (such as the cat walk) and/or software (such as the HMS) safety release. The contractor may invoice \$105,000 (\$15,000 per vehicle) upon receipt of the applicable Government safety release.

b. The Government will withhold an additional \$35,000 per vehicle relating to the installation of the corrective actions verified in the safety release as stated in 13a above. The Contractor may invoice the withheld amount of \$35,000 on a per vehicle, after all corrective actions have been applied to each vehicle and verified by a designated Government representative.

15. 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. If a part is included on Attachment A as a missing part, the requirement to annotate Attachment A for FIR areas not completed is waived.

e. The contractor agrees to package the Mission Equipment Packages (MEP), not installed on the vehicle, in accordance with the contractor's best commercial practices to ensure safe arrival at destination. The MEP shall be shipped concurrently with the vehicle. Any pallets used for the shipment of the MEP must be intact and securely banded for shipment.

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

16. As a result of this modification, the total price of Delivery Order 0002 is decreased by \$1,463,390. 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 062 \*\*\*



**CONTINUATION SHEET**

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

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>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 ATTN: MR. COVINGTON, PH (253) 966-4851/ CELL (253) 405-2697 MS. BRAY, PH (253) 966-4851 FT. LEWIS, WA 98433-5000</p> <p>(End of narrative F001)</p>				

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIN** DAAE07-00-D-M051/0002 **MOD/AMD** BK

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0500AA	X11GX005X1	AA	1	\$ 12,101,910.00	\$ -1,463,390.00	\$ 10,638,520.00
	311071		1GXP01			
				NET CHANGE	\$ -1,463,390.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113	W56HZV	\$ -1,463,390.00
				NET CHANGE \$ -1,463,390.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 689,907,233.28	\$ -1,463,390.00	\$ 688,443,843.28