

2. Amendment/Modification No. 19	3. Effective Date 2003JUN26	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN BLDG 231 SFAE-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 000001		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI. 48315	<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-M051/0010
	<input type="checkbox"/>	10B. Dated (See Item 13) 2002MAR23
TYPE BUSINESS: Large Business Performing in U.S.		
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 INCREASE: \$.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G 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 2003JUN26

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

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PIIN/SIIN DAAE07-00-D-M051/0010

MOD/AMD 19

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 19 to Delivery Order 0010 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 a total quantity of nineteen (19) Infantry Carrier Vehicles (ICVs) Stryker Vehicles. The Contractor Serial Numbers will be established at the time of conditional acceptance. This modification allows for the conditional acceptance of ICVs scheduled for delivery from the London Ontario Canada facility in July and August 2003.
3. Baseline Configuration. The baseline configuration for ICV vehicles manufactured in London Ontario Canada facility was manufactured to the Contractor's General Assembly ICV Part Number 10651420-001 (12479551), dated 20 February 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 Stryker Vehicles, 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 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 30 June 2003. The contractor shall submit a revised CM Plan NLT 30 August 2003.
5. Production Management Delivery Team.
 - a. The Contractor shall participate and support the current Joint Government-Contractor Delivery Team.
 - b. Delivery Team's Responsibilities. The Team's primary responsibility shall be the timely identification of production issues that may impact delivery of Stryker Brigade Combat Team (SBCT) Vehicles to support the program. The team shall ensure that all schedule related vehicle delivery issues including but not limited to shortages and parts non-compliance are fully and expeditiously coordinated between the Contractor and Government.
 - c. Meeting Schedule. At a minimum, the Team shall meet at least once a week or more often if program issues warrant. The PCO shall designate a Government Delivery Team Associate Project Manager (APM). The Delivery Team APM will identify the time and place for the meetings and set the meeting agenda/topics for team review. The Team will identify action items and suspense. The actions of the team will be reported at the monthly and quarterly program reviews.
6. 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, W-BCT-0031 R1, W-BCT-0025 R1, and D-BCT-0002 R1).

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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 the Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval.

7. 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.

8. The vehicles will be conditionally accepted pending resolution of outstanding First Production Vehicle Inspection (FPVI) findings. For any discrepancy discovered during the completion of the FPVI, the contractor shall perform corrective action and/or retrofit of all vehicles 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.

9. Prior to DD250, each vehicle must be 100% inspected to the FIR. Should any portion of the FIR not be completed, the DD250 must be annotated to indicate which parts of the FIR are not completed prior to conditional acceptance. If a part is included on the DD250 as a missing part, the requirement to annotate the DD250 for FIR areas not completed is waived. To inspect the vehicles covered by this modification, the Government will use the conditionally accepted ICV Final Inspection Report (FIR) Revision F, dated 5 February 2003.

10. Pursuant to the vehicle configuration unique FIR identified in paragraph 8 above, the subject vehicles 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.

11. Any part shortages or additional vehicle issues not covered under this modification require Government approval, via a PCO letter, prior to vehicle conditional acceptance (DD250) and/or vehicle shipment. To preclude the need for an additional modification in the event there is a part shortage, this modification takes a vehicle price withhold of \$5,000 per vehicle. If a part shortage exists, the contractor shall submit the vehicle specific part shortage list to the Government for PCO approval no later than 2 days prior to DD250. The contractor's part shortage list shall include the cost of the part, the cost of labor for part installation, and profit applicable to the part and labor cost. Part shortages approved by PCO letter shall be annotated on the vehicle specific DD250 by part number and date the part will be available at the fielding site. Any part shortages, at the time of vehicle shipment, shall be tracked using the vehicle unique retrofit data sheets. If no part shortages exist at the time of vehicle shipment, the contractor may invoice for the \$5,000 per vehicle withhold. Otherwise, the contractor may invoice for the \$5,000 per vehicle withhold when the contractor has installed all part shortages on the vehicle and an authorized Government representative has inspected and accepted the retrofit. The contractor shall perform the retrofit activity at a location specified by the Government, at no additional cost to the Government.

12. Contractor's Vehicle Tracking Database. The Contractor shall provide and track all required retrofit data for each vehicle delivered to the Government to include all COTPIs (Changes Other Than Product Improvements) or additional changes requiring retrofit. The Contractor shall provide and maintain an automated solution available to the Government within the IDE. The Contractor's retrofit tracking database shall incorporate all the information, for any reason, related to required, known, or planned retrofits of the vehicles. The Contractor shall identify and track all missing or corrected parts that require retrofit. The Contractor's database shall identify software changes, hardware changes, as well as unresolved/open issues pending corrective action identification. The database shall include Product Improvement Notifications (PINs), COTPIs requiring retrofit, as well as warranty or Correction Of Deficiency (COD) retrofit actions. The contractor's database shall include report feature which is structured so that the data can be sorted by retrofit items/issues as well as by vehicle. The vehicle's specific list of retrofit item(s) and their installation date(s) determine the start date for the extended warranties of those items.

13. 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:

a. RWS Fire Control Unit. (Reference Contractor Waiver W-BCT-0041 and W-BCT-0042). Applicable to the ICV

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only.

b. 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.

14. Field Problem Issues. In the event a contractor responsible 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 withhold due to Field Problem Issues, as referenced on the DD 250 for each vehicle, 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 receipt of retrofit material, the contractor may invoice for an additional 30% of the field problem issue price 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.

15. Armor (14.5mm). The parties agree to the following related to 14.5mm ballistic integrity:

a. Armor Gaps. Spaces between armor to armor hull mounted in-plane modules shall not exceed 4mm. Spaces between hull mounted modules and hatches mounted in-plane shall not exceed 10mm.

b. In accordance with the Contractor's Change Request (CR) Number GDV0749 for the MEV and MCV armor, the contractor shall provide and install the required MEV and MCV armor pieces no later than 30 August 2003, at no additional cost to the Government.

c. Armor Panels Displaying Blisters. Prior to conditional acceptance, the contractor shall repair any armor panels discovered to have blisters in accordance with the Government approved IBD, General Manufacturing Instructions Number 24 Revision B, entitled "Repair of Surface Imperfections on Integral Armor, Referred to as "Blisters"". The DD 250 of any vehicle that had armor panels repaired using the above referenced procedure shall be annotated to list the repaired panels by panel part numbers.

d. The contractor shall submit a supplemental Armor Blister repair procedure no later than 25 July 2003.

e. 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. The contractor shall install all armor prior to DD 250. 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.

16. Government Furnished Material Profile Report. The contractor shall provide monthly Government Furnished Material (GFM) Profile reports in accordance with CDRL A059. The contractor shall provide the monthly report for each Stryker Brigade ordered under Contract DAAE07-00-D-M051, at no additional cost to the Government.

17. The contractor shall respond to the forthcoming Test Incidents Reports (TIRs) concerning the Central Tire Inflation System (CTIS) pursuant to the Contract Section C.3.7.3, within 15 days of receipt.

18. The contractor shall establish a cooperative working relationship with the PM Soldier Land Warrior contractor (General Dynamics Decision Systems), and subcontractors.

19. The contractor shall provide the required response to the PCO letter, dated 1 May 2003, subject: Strker Vehicle Cold Region Operating Temperatures; Contract DAAE07-00-D-M051. The contractor shall provide the complete response to the letter no later than 11 July 2003.

20. The contractor shall provide the required response to the PCO letter relating to the contractor's Defense Maintenance Information System (DMIS) database, dated 10 June 2003, subject: Contract DAAE07-00-D-M051. The

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contractor shall provide the complete response to the letter no later than 11 July 2003.

21. The contractor shall ensure that the ECOs presented to the Joint Configuration Control Board include the required information on spares and ASL/PLL. (Reference PCO letter, dated 4 February 2003.) Effective 25 July 2003, all ECOs shall include the required data on spares and ASL/PLL.

22. The contractor shall provide the required response to the PCO letter, dated 10 June 2003, subject: Deficiencies Noted During Test of the Stryker Vehicles, Contract DAAE07-00-D-M051. The contractor shall provide the complete response to the letter no later than 18 July 2003.

23. The contractor shall submit the documentation required by CDRL A057 in accordance with Modification BQ Delivery Order 0002 no later than 11 July 2003.

24. Transportability. The Contractor/Government shall continue to meet twice each month to discuss weight elements relating to transportability requirements for all Stryker vehicle configurations, weight reduction plans, and a Transportability corrective action plan. Should the contractor fail to meet transportability/weight plan milestones the Government has the latitude to reduce progress payments.

25. Remote Weapon Station. 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.

26. Vehicle Price Withholds. The ICV price withhold per vehicle (after the liquidation of progress payments) for all of the items addressed in this Modification is \$83,858 per vehicle.

27. Shipping instructions.

a. 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.

b. Subsequent to vehicle conditional acceptance, should the vehicles be shipped in place, the contractor shall be responsible for the cost, the security, and the maintenance of the vehicles shipped in place. The Government shall not incur any expense due to the shipment of the vehicles in place.

c. The shipping instructions applicable to the nine (9) vehicles scheduled for delivery in July 2003 are provided in Section B SLIN 0001AG of this modification. The shipping instructions applicable to the ten (10) vehicles scheduled for delivery in August 2003 will be provided in a future modification.

28. As a result of this modification, the total price of Delivery Order 0010 is neither increased nor decreased. Except as specifically stated above, all other terms and conditions of Delivery Order 0010 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 021 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
	<p>NOUN: INFANTRY CARRIER VEHICLE PRON: X12GX039X1 PRON AMD: 11 ACRN: AA AMS CD: 31107180008</p> <p>CLIN Added by Modification 19.</p> <p>(End of narrative B001)</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> <table border="0"> <tr> <td>DOC</td> <td colspan="5">SUPPL</td> </tr> <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>008</td> <td>W909533098A002</td> <td>W91A2N</td> <td>M</td> <td>W4GG03</td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td colspan="3"></td> </tr> <tr> <td></td> <td colspan="5">IOL</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>9</td> <td>31-JUL-2003</td> <td colspan="3"></td> </tr> </table> <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: MARK FOR</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0010</p> <p>EXCEPTION DATA:</p> <p>Vehicles are to be shipped in accordance with Security Classification Guide. For further guidance contact PM BCT Security Keith Whitten at (586) 2135.</p> <p>SHIP TO: Fort Lewis Fielding Office Bldg 3041 Fort 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>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	008	W909533098A002	W91A2N	M	W4GG03	1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					IOL					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	9	31-JUL-2003							
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				

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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	X12GX039X1 31107180008	AA	1 2GXP01	\$	97,851,828.00	\$	-11,900,898.00	\$	85,950,930.00
0001AG	X12GX039X1 31107180008	AA	1 2GXP01	\$	0.00	\$	11,900,898.00	\$	11,900,898.00
					NET CHANGE	\$	0.00		

<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	22033000025R5R07P31107131E9	S20113	W56HZV	\$ 0.00
						NET CHANGE \$ 0.00

		<u>PRIOR AMOUNT OF AWARD</u>		<u>INCREASE/DECREASE AMOUNT</u>		<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	440,064,549.00	\$	0.00	\$	440,064,549.00