

2. Amendment/Modification No. 59	3. Effective Date 2004OCT06	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN 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 HQ0337		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260 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-M051/0010
	<input type="checkbox"/>	10B. Dated (See Item 13) 2002MAR23
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)
NO CHANGE TO OBLIGATION DATA

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 2004OCT06

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MOD/AMD 59

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SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 59 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 six (6) Commander's Vehicles. The six (6) Commander's Vehicles (CVs) may be inspected and conditionally accepted at the Anniston, Alabama facility.
3. The Contractor Vehicle Serial Numbers will be established at the time of conditional acceptance.
4. CV Superset for SBCT3. The C4ISR equipment change of the CV superset for SBCT3 shall be integrated into these CVs. The Not-To-Exceed price for this configuration change is contained in Delivery Order 0011 CLIN 9001AC.
5. Conditional Acceptance Agreement. The conditional acceptance of the above referenced vehicles is contingent upon full compliance with the terms and conditions of this modification. Failure to meet any requirement contained herein, as well as compliance with any milestone identified in this modification, any retrofit or corrective action requirements or any other condition of the modification, may upon PCO review be grounds for revoking this modification and end the conditional acceptance agreement. The contractor shall brief the PCO weekly on compliance with the terms and milestones contained in this modification which are due for completion by the day of the review. The briefing shall be conducted no later than Thursday each week. In the event the applicable terms of this modification have not been met, the PCO may stop the conditional acceptance of any vehicle the following week.
6. Baseline Configuration. The vehicles were manufactured in the Anniston facility and the baseline configuration for the CVs is the Contractor's General Assembly CV Part Number 10652380-021, dated 29 January 2004.
7. 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.
8. 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).
 - 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.
9. 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

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an equitable adjustment of the contract prices.

10. Prior to presenting the vehicle to the Government for conditional acceptance, the contractor shall perform the Final Inspection Report (FIR), to include the application of exterior vehicle paint and the installation of all exterior stowage items and weighing the vehicle, in accordance with CV FIR Revision B, dated 16 June 2004.

11. Pursuant to the vehicle configuration unique FIR identified in the paragraph 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.

12. Part Shortages. Any part shortages or additional vehicle issues not covered under this modification require Government approval.

13. 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 a 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.

14. In the event the Block Improvement Performance Testing identifies contractor responsible vehicle discrepancies, the contractor shall perform corrective action and/or retrofit of all vehicles previously accepted with the Embedded Training and Diagnostics Block Improvements. 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.

15. Cold Region Test Center(CRTC), Common Vehicle, and Field Issues. The Contractor's plan, entitled "Sales Issues Revision N-17" dated 1 October 2004, reflects the path forward concerning the CRTC, Common Vehicle, and Field Issues and is incorporated into this modification by reference.

16. The Government conditionally accepts vehicles pending failure analysis and resolution/corrective action (if required) of the Field/Test Issues and Performance Specification requirements. The issues and applicable withholds are specified in Attachment 1. The contractor shall perform any required corrective action and/or retrofit (if required) at a location specified by the Government, at no additional cost to the Government.

17. The contractor may invoice for any Field/Test/Performance Specification vehicle price withhold, as referenced on the DD 250 for each vehicle, in the following manner:

a. The contractor may invoice for 50% of a specific 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.

b. 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 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.

c. If both parties agree that no vehicle retrofit is required, the contractor may invoice for 100% of the Field/Test Issues and Performance Specification withholds.

18. 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. 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

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the repaired panels by panel part numbers.

c. 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.

19. Stryker Configuration Control Board (SCCB).

a. The contractor shall ensure that the ECOs/CRs presented to the SCCB include the required information. The status of the ECOs/CRs which the Government has objected to shall be documented in the SCCB agendas until satisfactory closure to the objection.

b. The Government will reject any ECO/CR presented or approved at the SCCB without a coresponding weight off-set plan. In the absence of a weight off-set, any vehicle presented for Government acceptance with the subject ECO/CR applied may be rejected for acceptance.

20. The requirements specified in the Vehicle Storage Plan, submitted by the contractor on 27 February 2004, is incorporated into this modification by reference. The contractor shall implement the Vehicle Storage Plan at no additional cost to the Government.

21. Transportability.

a. 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. No later than 28 October 2004, the contractor shall provide a plan to update the current vehicle weights which are listed in the Transportability Report (CDRL A010) submission. Should the contractor fail to meet transportability/weight plan milestones the Government has the latitude to reduce progress payments.

b. The contractor shall provide the Weight Reduction Initiative Proposal Phase II in two (2) submittals. The contractor shall provide the 1st part of the phase II proposal no later than 15 October 2004 and the final part of the phase II proposal no later than 22 December 2004.

22. At no additional cost to the Government, the contractor shall retrofit the RV and FSV with the grounding strap for the Smoke Grenade Launcher (ECR/ECO 39845/EM051-0024). When the contractor provided material is available, the contractor shall retrofit all previously accepted vehicles at the next scheduled maintenance period. The retrofit shall be performed wherever the vehicle is located. The contractor shall provide the material for CONUS vehicles no later than 30 October 2004 and OCONUS vehicles no later than 15 November 2004.

23. The contractor shall develop a plan to close-out the outstanding Test Incident Reports (TIRs). No later than 30 October 2004, the contractor shall present a plan which prioritizes and groups the TIRs. No later than 22 December 2004, the contractor shall provide adequate responses to all TIRs written prior to 22 September 2004.

24. The contractor shall provide a path forward for the ESV Magnetic Signature Duplicator field issue no later than 15 November 2004.

25. No later than 5 November 2004, the contractor shall provide a path forward for the CV HFE requirement as specified in the contract Performance Specification Paragraph 3.1.1.10.2 entitled "Human Factors Engineering". The contractor agrees to delay billing the rear door/hatch armor, Part Number 10660215-011PEG, withholds identified in Modification 41 to Delivery Order 0019 until a mutually agreed upon CV HFE path forward is determined. This armor withhold amount was unnecessary because the associated armor is available and will be installed on the vehicles covered under Modification 41 to Delivery Order 0019 prior to DD250. The contractor may invoice for the withhold amount of \$176,700 upon successful demonstration of compliance to the Performance Specification Paragraph 3.1.1.10.2.

26. Total Vehicle Price Withholds. The total vehicle price withhold per vehicle (after the liquidation of progress payments) for all of the items addressed in this Modification is \$22,750 per CV with armor less the rear door/hatch armor, Part Number 10660215-011PEG.

27. A narrative is added to CLIN 0600 which delineates the prices of hardware changes previously incorporated into the CV unit price under Modifications 54 and 57.

28. 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.

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

c. Vehicle shipping instructions applicable to the CVs under Sub-CLIN 0600AA will be provided under a future modification.

29. 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 058 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0600	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>NSN: 2320-01-481-8573 FSCM: 19207 PART NR: 12479555 SECURITY CLASS: Unclassified</p> <p>The unit price for each Commander's Vehicle under CLIN 0600 includes the following hardware changes:</p> <p>a. DVE Bracket Assembly at an decrease of \$50 per vehicle.</p> <p>b. Sixth Passenger Seat at an increase of \$1,246 per vehicle.</p> <p>c. Weight Reduction Initiatives at a decrease of \$19,700 per vehicle.</p> <p>(End of narrative B002)</p>				
0600AA	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: COMMANDER'S VEHICLE PRON: X12GX042X1 PRON AMD: 09 ACRN: AA AMS CD: 31107180008</p> <p>(Deleted narrative B001)</p> <p>CLIN REVISED BY MODIFICATION 59.</p> <p>(End of narrative B003)</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 W909530031L004 W81DJM M W4UJAA 1 <u>PROJ CD BRK BLK PT</u> IOR <u>DEL REL CD QUANTITY DEL DATE</u> 004 6 UNDEFINITIZED</p> <p>FOB POINT: Origin</p>	6	EA	\$ 1,635,226.000	\$ 9,811,356.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W81DJM) XU W4UJ USAG ALASKA SAT STOR SSA SUP DIV DOL BLDG 804 600 RICHARDSON DRIVE TPF FT RICHARDSON AK 99505-7000</p> <p>MARK FOR: W4UJAA</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0010</p>				