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	PIIN/SIIN DAAE07-00-D-M051/0003 MOD/AMD 15	
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 15 to Delivery Order 0003 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 conditional acceptance of one (1) Mobile Gun System (MGS) Vehicle(s). The Contractor Serial Number is MGS-0002.
3. Baseline Configuration. The initial baseline configuration for the vehicle(s) was manufactured to the contractor's General Assembly MGS Part Number 12479553 (Preliminary Baseline Document GDV0470), dated 8 July 2002, with the exception of the contractor generated Engineering Change Orders outlined in Attachment C and the System Integration Problem Report (SIPR) outlined in Attachment D. Attachment C and D are 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 MGS, C.5.5 are waived for the vehicle(s) 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 MGS 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 for Production no later than 15 Sep 2002.
 - 3) Development Team Meetings. The Joint Contractor-Government Development Team shall coordinate the resolution of PQT, performance, and vehicle configuration issues.
5. The contract provisions of C.3.10 and C.5.13 are waived for the vehicle(s) covered by this modification subject to the following conditions:
 - a. The contractor complies with requirements covered by previous modifications under Delivery Order 0002 and complies with requirements in this modification 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-011, W-BCT 012, W-BCT-013, and W-BCT-018.
 - b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicle(s) 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.
 - c. The Government has authorized the contractor to use Beryllium in the Head Mirror of the Compact Modular Sight (CMS) for the MGS with the following stipulations: 1) Use is approved only until such time as an alternative mirror can be developed and qualified for this application and 2) Brush/Wellman Material Safety Data Sheet-No. M10 guidance must be followed throughout its use and each mirror must be permanently marked with the following information:

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MADE FROM BERYLLIUM
Do not machine, cut or grind upon
Beryllium particulates can present a severe health risk
Must be returned to the manufacturer for disposal:
Brush Wellman, Inc.
147010 W. Portage River Road, South
Elmore, Ohio 43416
419-862-417

d. Mirrors in need of maintenance, demilitarization or disposal, shall be returned to Brush/Wellman. The contractor shall develop the following TM warning.

USE OF BERYLLIUM IN THE HEAD MIRROR OF THE
COMPACE MODULAR SIGHT (CMS)
FOR THE MOBILE GUN SYSTEM (MGS) VEHICLES

6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects or deficiencies in parts, components or assemblies provisionally released. Section H.15.1.4 of this contract defines failures/defects as 1) any condition or characteristic in the vehicles that is not in compliance with the requirements of this contract, or 2) any item, part, assembly or subassembly on the vehicle that does not function or operate as it is designed/intended. 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 under the applicable Delivery Orders 0001 and/or 0003. 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. To inspect the vehicle(s) covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) MGS FIR Revision D dated, 15 Apr 2002 at Anniston and MGS FIR Revision G, dated 10 Jun 2002 at Muskegon, Portions of the FIR not completed are listed in Attachment A. Attachment A will be incorporated by reference into this modification.

8. Pursuant to the FIRs identified in paragraph 7 above, the subject MGS will be conditionally accepted. This vehicle(s) 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 installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished.

Vehicle Information Data Sheets (VIDS) provides retrofit data for each vehicle delivered to the Government and is an automated solution available to the Government with the IDE. The VIDS databases incorporate all the information related to required, known or planned retrofits of the vehicle(s). It identifies and provides tracing of all missing or corrected parts that require retrofit. It identifies software changes as well as, unresolved/open issues pending corrective action identification. It may include Production Improvement Notices (PINS) or Changes Other Than Production Improvements (COTPIS) requiring retrofit. The VIDS report shall be structured so that it can be sorted by retrofit items/issues as well as by vehicle. The vehicle specific lists of retrofit item(s) and their installation date(s) determine the start dates for extended warranties.

The contractor shall generate and maintain a vehicle unique 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. 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. Specifically for MGS, VIDS will track all common retrofit requirements. 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 this vehicle(s) pending resolution/correction of the following Contractor waivers to the vehicle(s) Configuration Baseline and/or Performance Specification

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requirements identified herein:

- 1) The Alternator failure indicator. (Reference Contractor Waiver GDVW007)
 - 2) The Power Pack Interface (PPI) software/hardware issues. (Reference Contractor Waiver GDVW008)
 - 3) The Climate Control Unit (CCU) power moding issues. (Reference Contractor Waiver GDVW009)
 - 4) The Gauge Cluster Unit (GCU) intermittent lock-up software moding issue. (Reference Contractor Waiver GDVW010)
 - 5) Side Marker Lights. (Reference Contractor Waiver W-BCT-0021)
 - 6) The 152MM Protection/ 62MM and 14.5MM Protection/ Self Recovery/ Water Heater/ Auxilliary Power Source/ Power System Management. (Reference Contractor Waiver W-BCT-017)
- c. Execution of the retrofit plan per the steps, procedures and schedule identified in VIDS which is incorporated into this modification by reference.
- d. Height Management System (HMS). In the event the HMS does not meet 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. The parties have agreed to a redesign of the Commander's Panoramic Viewer (CPV). See Modification P00008 to Delivery Order 0003. The unimproved CPV is not required and the vehicle can be accepted without the Viewer subject to the following:
- 1) The contractor is required to submit a proposal to definitize the ceiling price of the stabilized CPV not later than 30 Aug 2002. The additional cost for the improved CPV had not yet been added to the vehicle unit price and is not included herein.
 - 2) The delivery schedule for the improved CPV required to complete this vehicle is not later than 31 Dec 2002. The contractor will not invoice for the increase in unit cost of this vehicle until the stabilized CPV is installed, fully funtional and compliant to the applicable requirements.
9. The unit price will be reduced by \$70,186 prior to liquidation of progress payments as the result of restructuring of the contract relative to contractor support to government tests. There are other open specification issues and revision/clarification of the specification in discussions. In the event, the parties agree to reduce/change the contractual requirements as a result of these discussions, an equitable adjustment will be required to the unit price of the vehicle(s). The parties resolve to finalize all these pending contractual and specification actions.
10. The Government will withhold \$277,480 per vehicle (after liquidation of progress payments) for all of the items addressed above in paragraph 8 of this modification.
- a. Unless specifically stated or waived herein, acceptance of this vehicle(s) shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with the current applicable contract/specification requirements. The price for the MGS represents the price for a fully compliant production representative vehicle. The final production representative or fully compliant vehicle will not be established until all testing or other actions are completed and contractual compliance is established. Until compliance has been established, to include successful completion of PVT, acceptance of the vehicle(s) will remain conditional. Responsibility for redesign to correct failures in PQT, PVT or other vehicle deficiencies will depend on whether the specific component or assembly design rights are the Government's responsibility under Delivery Order 0001 or the contractor's proprietary design. However, in all cases, the contractor has the responsibility to retrofit the vehicle(s) to the final production representative configuration under the PVT related correction of deficiencies requirements of the contract.
- b. The Warranty start date for the MGS accepted herein is the date the DD250 is executed. The contractor shall implement the procedures to fully exercise vehicle warranties to include the Pass-through, Failure Free and Systemic Warranty coverage as well as the contemplated extended warranty terms. The contractor shall track the parts usage and vehicle issues and, as appropriate, will exercise the warranty. Cost for warranted parts or labor shall not be charged to the cost reimbursement delivery orders for development/integration of test support. All costs associated with the warranty database and the administration of the Warranty are already included in the vehicle price.
11. Shipping instructions.
- a. Subsequent to vehicle inspection/acceptance, the vehicle(s) will be shipped in place. While the vehicle(s) is shipped in place, the contractor shall be responsible for the cost, the security, and the maintenance of the vehicle(s). The Government will not incur any expense due to the shipment of the vehicle(s) in place.

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12. As a result of this modification, the total price of Delivery Order 0003 is decreased by \$70,186. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 017 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>006</p> <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>001</td> <td>1</td> <td>15-AUG-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-M051/0003</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	15-AUG-2002				
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>									
001	1	15-AUG-2002									

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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>
0900AA	X112C008X1 643653	AA	1 1GXC08	\$	26,054,350.00	\$	-3,722,050.00	\$	22,332,300.00
0900AD	X112C008X1 643653	AA	1 1GXC08	\$	0.00	\$	3,651,864.00	\$	3,651,864.00
					NET CHANGE	\$	-70,186.00		

<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	12040000015R5R07P64365331E9	S20113	W56HZV	\$ -70,186.00
						NET CHANGE \$ -70,186.00

		<u>PRIOR AMOUNT OF AWARD</u>		<u>INCREASE/DECREASE AMOUNT</u>		<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	48,696,472.00	\$	-70,186.00	\$	48,626,286.00