

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. 93	3. Effective Date 2013OCT21	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND DAVID W. DANIELS WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: DAVID.W.DANIELS2@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310	Code S2305A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND RD STERLING HEIGHTS, MI 48310-3200	<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. W56HZV-06-G-0006/0011
	<input type="checkbox"/>	10B. Dated (See Item 13) 2008JAN11
Code 7W356	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)

SEE SECTION G (IF APPLICABLE)

**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:	52.243-1
<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) LISA M. JONES LISA.M.JONES3@US.ARMY.MIL (586)282-6973	
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 2013OCT21

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MOD/AMD 93

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DAVID W. DANIELS
 Buyer Office Symbol/Telephone Number: CCTA-ACP-A/(586)282-4865
 Type of Contract: Firm Fixed Price
 Kind of Contract: System Acquisition Contracts
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: B
 Weapon System: Tank, M1 Abrams Family of Vehicles

*** End of Narrative A0000 ***

Modification 93, a bilateral modification to Order 0011, is issued for the following purpose(s):

1. To incorporate the requirement for the contractor to install Ammo Doors offline for previously conditionally accepted vehicles.

a. The contractor shall perform offline installation of Ammo Doors on the following conditionally accepted vehicles.

DD250	Stow Only	Stow and Ready
Aug 2012	2	10
Sep 2012	0	10
Oct 2012	2	11
Nov 2012	0	11
Dec 2012	0	11
Jan 2013	0	2
Total	4	55

b. The parties agree that the negotiated price for this offline installation effort for the Stow Door only total is \$23,916.15 (SLIN 1001AQ).

c. The parties agree the the negotiated price for this offline installation effort for the Stow and Ready Doors total is \$376,147.92 (SLIN 1001AR).

d. Section C.24.2 is added to the contract to incorporate the offline installation requirement.

e. Section F.10 is added for the delivery schedule of the Offline Ammo Door installations.

f. Section G.9.2 is added to the contract to incorporate billing instructions for SLIN 1001AQ and 1001AR.

g. Attachment 0001 GFM list is updated to add 20 Ready doors, which will be supplied as GFM for the offline ammo door installation effort.

2. Update the delivery schedule for Ammo doors on SLINS 8001aa and 8001AB. Section F.8.2 is revised.

3. As a result of this Modification 93, the following changes are made:

Section	Change	Description
B	Add/Update	Add SLIN 1001AQ, 1001AR. Update SLIN 8001AA and 8001AB
C	Update/Added	Updated Section C.24.1. Add Section C.24.2
F	Add	Add Section F.10 Offline Ammo Door delivery schedule

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G Update Add G.9
J Updated Added ready door to GFM list

4. As a result of this modification 93, the total contract value is increased by \$400,064.07 from \$1,161,786,343.16 to \$1,162,186,407.23.
5. Except as stated herein, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0094 ***

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
1001	ABRAMS STOW ONLY AMM NSN: 0000-00-000-0000										
1001AQ	<p><u>STOW ONLY OFFLINE AMMO DOOR INSTALLS</u></p> <p>1</p> <p>GENERIC NAME DESCRIPTION: ABRAMS STOW ONLY AMM CLIN CONTRACT TYPE: Firm Fixed Price PRON: 472BVU7247 PRON AMD: 04 ACRN: AL</p> <p>The contractor is authorized to bill in accordance with G.9 upon completion of the work performed in C.24.2</p> <p><u>Stow Door Only unit Price</u> 2013 = \$5,454 2014 = \$6,504</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></td> <td></td> </tr> <tr> <td>001 1 31-DEC-2014</td> <td></td> </tr> </table> <p>\$ 23,916.15</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001 1 31-DEC-2014		1	LO		\$ 23,916.15
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
001 1 31-DEC-2014											
1001AR	<p><u>STOW AND READY OFFLINE DOOR INSTALL</u></p> <p>1</p> <p>GENERIC NAME DESCRIPTION: ABRAMS SPT FOR AMMO CLIN CONTRACT TYPE: Firm Fixed Price PRON: 472BVU6947 PRON AMD: 06 ACRN: AG AMS CD: 31206500014</p> <p>The contractor is authorized to bill in accordance with G.9 upon completion of the work performed in C.24.2</p> <p><u>Stow And Ready Door unit price</u> 2013 = \$6,071 2014 = \$6,951</p> <p>(End of narrative B001)</p>	1	LO		\$ 376,147.92						

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-DEC-2014</p> <p>\$ 376,147.92</p>				
8001	ABRAMS OFF LINE AMMO				
8001AA	<p><u>STOW AMMO DOOR</u></p> <p>GENERIC NAME DESCRIPTION: ABRAMS OFF LINE AMMO CLIN CONTRACT TYPE: Firm Fixed Price PRON: 472BVU6447 PRON AMD: 02 ACRN: AG AMS CD: 31206500014</p> <p>The contractor shall provide a quantity of 20 Stow Ammo Doors PN 12549901 under the SLIN to install on vehicle turret IAW C.27.2 Unit Price= \$2778.50 Delivery Schedule: Qty Date 10 31 Dec 2013 10 31 Jan 2014</p> <p>(End of narrative B001)</p>	1	LO		\$ 55,570.00
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-JAN-2014</p> <p>\$ 55,570.00</p>				
8001AB	<p><u>STOW AMMO DOOR</u></p> <p>GENERIC NAME DESCRIPTION: ABRAMS OFF LINE AMMO CLIN CONTRACT TYPE: Firm Fixed Price PRON: 470BVU3847 PRON AMD: 02 ACRN: AE AMS CD: 31206500016</p>	1	LO		\$ 55,570.00

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>The contractor shall provide a quantity of 20 Stow Ammo Doors P/N 12549901 under this SLIN to install on vehicle turret IAW C.27.2.</p> <p>Unit Price = \$2778.50</p> <p>Delivery Schedule:</p> <table border="0"> <tr> <td>Qty</td> <td>Date</td> </tr> <tr> <td>10</td> <td>28 Feb 2014</td> </tr> <tr> <td>10</td> <td>31 Mar 2014</td> </tr> </table> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-MAR-2014</td> </tr> </table> <p style="text-align: right;">\$ 55,570.00</p>	Qty	Date	10	28 Feb 2014	10	31 Mar 2014	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-MAR-2014				
Qty	Date																			
10	28 Feb 2014																			
10	31 Mar 2014																			
DLVR SCH		PERF COMPL																		
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																		
001	1	31-MAR-2014																		

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 General

C.1.1. The M1A2 SEP Production Program is designed to upgrade M1A1 Tanks to a M1A2 SEPv2 configuration. This contract will be for a 5 year multi-year quantity of 435 Abrams tanks. Program year (PY) 1 will consist of 260 M1A1 Tanks (note: the 260 vehicles in PY1 will be called up as Increment 1 for a quantity 20 each vehicles, Increment 2 for a quantity of 235 each and Increment 3 for a quantity of 5 each), PY 2: will consist of 81 tanks (note: the 81 vehicles in PY2 will be called up as Increment 1 for a quantity of 57 each vehicles and Increment 2 for a quantity of 24 vehicles), PY3: 24 tanks (note: the 24 vehicles in PY3 will consist of a quantity of 6 each as Increment 1 and Increment 2 for a quantity of 18 each), PY 4: 39 tanks (note: the 39 vehicles in PY4 will consist of a quantity of 6 each as Increment 1, 22 each as Increment 2, and 11 each for Increment 3), and PY 5: 31 tanks (note: the 31 vehicles in PY5 will consist of a quantity of 10 each as Increment 1 and 21 each for Increment 2). The range of base year inducted M1A1 tanks is 8th-9th year M1A1 tanks. The inducted tanks in PY2-5 will consist of 7th-9th year. Inducted M1A1 tanks will be upgraded to the operational characteristics of a M1A2 SEPv2 Abrams Upgrade Tank with Continuous Electronic Enhancement Program (CEEP), Block I 2nd Generation FLIR Line Replaceable Units (LRU), and the Tank Urban Survival Kit (TUSK) components consisting of the Tank Infantry Phone (TIP), and the Power Distribution Box for SEP. To achieve that end, selected enhancements/ECPs will be incorporated into M1A1 tanks inducted into the program. As a secondary objective, inducted tanks will be restored as nearly as possible to original or new condition in appearance, performance and life expectancy, accomplished through disassembly, inspection of all components and repair/replacement of worn or unserviceable items using original manufacturing tolerances and specifications as further defined in this scope of work. To rebuild the tank to "like new" condition will increase readiness and reduce Operations & Support (O&S) cost. Note!(C.1.1 revised by Mod 49)

C.1.2. The program will utilize the expertise of both the Army depot system and the Contractor. The Contractor, as an independent contractor and not as an agent of the Government, shall overhaul suspension components, assemble chassis and turret, perform vehicle and system testing, refurbish and upgrade certain common components, integrate SEP unique Line Replaceable Units (LRU), and paint, prep at Joint Systems Manufacturing Center (JSMC) and load vehicles on Government furnished rail cars. The contractor, teaming with ANAD, shall upgrade older M1A1s to meet essential operational characteristics of M1A2 SEPv2 (VERSION 2 with CEEP LRUs) tanks.

C.2. CONFORMANCE WITH SPECIFICATIONS

C.2.1. Under this contract, the contractor shall assure that the M1A2 SEPv2 vehicles meet the system specification (C.2.2) to the extent demonstrated in VVT under Delivery Order 0010 of BOA DAAE07-01-G-N001 (see C.2.2), prime item fabrication specification (C.2.4), CEEP LRU product fabrication specifications (C.2.5), and Interface Requirements (C.2.7) as described below. The contractor shall upgrade the M1A1s provided by the Government to the M1A2 SEPv2 with the CEEP LRU/Block I 2nd Gen FLIR TDP baseline defined at Section C.3.1.

C.2.1.1 This program will produce a vehicle as nearly as possible to original or new condition in appearance, performance, and life expectancy through complete disassembly, inspection of all components, and repair/replacement of worn or unserviceable items using manufacturing tolerance and specifications. The contractor shall accomplish the upgrade required by C.2.1 by utilizing a combination of new components, refurbished components, and GFM.

C.2.1.2 The contractor responsibility for compliance of the M1A2 SEP/CEEP system with the contract specifications does not include the following:

(a) Government Furnished Material (GFM, those items on Attachment 001)

(b) Components provided by Anniston Army Depot (ANAD)(except for any contractor-furnished material contained within those components);

(c) use-as-is items, which are referred to as reclaimed-in-assembly items in the GDLS/ANAD work share agreements;

(d) Non-conformances with the system specification due to hardware that has not completed qualification testing (see C.2.2.2).

If the Government determines that the failure to meet any of the specifications was a result of any of C.2.1.2 (a) through (d) above, the Government shall be responsible for the corrective action. Any Government determination of responsibility for corrective action is subject to the Disputes clause of this contract.

C.2.1.3 Both parties recognize that there are ongoing and future activities on tanks with configurations in common with those in this contract. In the event of a common noncompliance, the responsibility for the nonrecurring costs to correct (e.g., problem investigation and development and validation of the corrective actions) will be covered under the terms and conditions of the contract under which the nonrecurring cost activity was conducted. The responsibility for the costs of the recurring corrections (e.g., production hardware repair, retrofit, and replacement) will be covered by the terms and conditions of each individual contract whose tanks contain the noncompliance.

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

C.2.2 System Specification Compliance and Performance Responsibility

C.2.2.1 Tanks delivered under this contract shall meet the requirements of the M1A2 SEP System Specification SA-SA0001D, dated June 16, 2004 to the extent demonstrated and documented in the Government test report resulting from the Vehicle Verification Test (VVT) being conducted under Delivery Order 0010 (BOA DAAE07-01-G-N001) with the exceptions of C.2.1.2. (a) through (d) above. If the vehicle meets a particular specification requirement during VVT, the vehicles delivered under this Delivery Order 0011 to BOA W56HZV-06-G-0006 are required to continue to meet it. If the vehicle fails to meet a particular specification requirement during VVT, the vehicles delivered under this Delivery Order 0011 shall at a minimum provide the same performance as demonstrated in VVT. The contractor is NOT required to incorporate VVT test corrections into vehicles under this Delivery Order 0011 unless directed to do so by the Contracting Officer pursuant to the Changes clause. Furthermore, the vehicles delivered under this contract are not required to meet any system specification requirement not tested during the VVT.

C.2.2.2 All approved ECPs will be incorporated into the contract via contract modification and shall address any additional requirements to become qualified. Upon qualification regarding any given project, the contractor assumes full responsibility for its functionality. For USG designed ECPs, the Contractors responsibility is limited to integration and compliance with the ECP.

C.2.2.2.1 LRU Redesign for Obsolescence will be conducted under STS Contract W56HZV-07-C-0046 (or its successor).

C.2.3 RESERVED

C.2.4 Prime Item Fabrication Specification. The M1A2 tanks shall comply with the Prime Item Product Fabrication Specification for the Tank, Combat, Full-Track, 120MM Gun, SCSA10010 IAW C.2.4.1 and C.2.4.2.

C.2.4.1 The 161 M1A2 tanks delivered under this contract through July 2011 shall comply with Rev J, dated 25 July 2007, and Contracting Officer approved changes, waivers, and deviations.

C.2.4.2 The M1A2 tanks delivered under this contract effective August 2011 shall comply with Rev L, dated 04 March 2011, and Contracting Officer approved changes, waivers, and deviations (including Attachment 0011 - Exceptions to the Prime Item Specification applicable to the SEP Version 4.4 software upgrade).

C.2.5 CEEP LRU Product Fabrication Specification

C.2.5.1. CEEP LRUs supplied by the contractor, shall comply with the CEEP LRU Product Fabrication Specifications listed in Attachment 003 as demonstrated by Government and Contractor testing completed as of the date of execution of this contract, or as may be amended by completion of additional testing and documentation by future test report(s) and endorsed by a Contracting Officer approved Change to this contract.

C.2.6 RESERVED

C.2.7 Interface Requirements. The vehicles delivered under this contract are required to meet the following interface-control requirements to the extent demonstrated and documented in the Government test report resulting from the VVT under Delivery Order 0010 (BOA# DAAE07-01-G-N001).

C.2.7.1 The M1A1s upgraded to the M1A2 SEP with the CEEP LRU configuration shall comply with the DAGR interface requirements (ECP GDLU 9471). The USG shall provide three DAGR units as manufacturing aids for use by the Contractor to verify interface compliance. The Contractor shall report on a monthly basis the condition and location of the three GFE DAGR units (see CDRL A004).

C.2.7.2 The M1A1s upgraded to the M1A2 SEP with the CEEP LRU configuration shall comply with the Interface Control Document for the FBCB2 (V 6.4.4.2) Platform ICD #JVIF01011, dated 30 August 2004 to the extent demonstrated and documented in Government and Contractor testing.

C.2.7.3 The M1A1s upgraded to the M1A2 SEP with the CEEP LRU configuration shall comply with the Form and Fit requirements necessary to enable Abrams System functionality with the Single Channel Ground Airborne Radio System (SINGARS) RT-1523E(C), and the Enhanced Position Location Reporting System/Very High Speed Integrated Circuit (EPLRS/VHSIC) to the extent demonstrated and documented in Government and Contractor testing.

C.2.7.4 The M1A1s upgraded to the M1A2 SEP with the CEEP LRU configuration shall comply with the following Interface Control Documents (ICD) for the Block I Improvement to the 2nd Generation FLIR:

- a. CITV ICD, #12991282, Dated 5 Dec 2005
- b. TIS ICD, #12987745, Dated 3 Feb 2005
- c. B-Kit ICD, #A3298946 (C), Dated 7 Jun 2005

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

C.2.8 Software Corrections.

a. The Government will fund under STS Contract W56HZV-07-C-0046 or successor the non-recurring design and test of Software.

C.3 Engineering Release Record

C.3.1. The inducted vehicles are the M1A1 Abrams 8th-9th year vehicles for the PY 1 quantity of 260 (consisting of 20 each in increment 1, 235 each in increment 2 and 5 each in increment 3). The inducted tanks in PY2-5 will consist of 7th-9th year. The M1A2 SEPv2 technical baseline is that described in Exhibit B (GDLU9380, dated: 17 Jan 2006), and modified by the Engineering Change Proposals and Contractor approved Change Requests. The technical baseline also includes the changes necessary to integrate the Government-provided Block I 2nd Generation FLIR, TUSK, and the DAGR. Due to the nature of this program, a remanufacture program which reclaims to the maximum extent possible parts from the inducted M1A1 tanks, both parties recognize that not all delivered vehicles will be identical to the technical baseline above. Such deviations from the technical baseline are authorized to the extent that they result solely from the parts reclaimed as required by the work share agreement in C.13.1.1.

C.3.2 SEP Version 4.3.2, ECP GDLV4717 tank software, is to be applied to all 161 vehicles delivered under this contract through July 2011 (replaced by SEP Version 4.4 tank software effective August 2011).

C.3.2.1 SEP Version 4.4, ECP GDLV4744 tank software upgrade, is to be applied to all vehicles delivered under this contract effective August 2011.

C.3.3 ECP GDLU 6385 "TAGM Batteries"

C.3.3.1 ECP GDLU 6385 TAGM Battery (PN: 9750N025) shall be applied by the contractor to all SEP Upgrade Multi-Year Vehicles scheduled for delivery under this contract. Note: Modification 02 funded CLIN 1001AA for the 20 each vehicles delivered under PY1, Increment 1 for this requirement. Modification 05 funded CLIN 1001AB for the 235 each vehicles delivered under PY1, Increment 2 for this requirement. Modification 06 funded CLIN 1001AC for the 5 each vehicles delivered under PY1, Increment 3 for this requirement. Modification 09 funded CLIN 2001AA for the 57 each vehicles delivered under PY2, Increment 1 for this requirement. Modification 10 funded CLIN 2001AB for the 24 each vehicles delivered under PY2, Increment 2 for this requirement. Modification 10 funded CLIN 3001AA for the 6 each vehicles delivered under PY3, Increment 1 for this requirement. Modification 14 funds CLIN 3001AB for the 18 each vehicles delivered under PY3 Increment 2 and the 6 each vehicles delivered under PY4 Increment 1 for this requirement. Mod 23 funds CLIN 4001AB for the 22 each vehicles delivered under PY4 Incr. 2 for this requirement. Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.3.1 revised by Mod 49)

C.3.4 ECP GDMY2850 "DVE Stowage Updates" and ECP GDLU9473 "DVE Kit"

C.3.4.1 ECP GDMY "DVE Stowage Updates" and ECP GDLU9473 "DVE Kit" shall be applied by the contractor to all SEP Upgrade Multi-Year Vehicles scheduled for delivery under this contract. Note: Modification 05 funded CLIN 1001AA for the 20 each vehicles delivered under PY1, Increment 1. Modification 05 also funded CLIN 1001AB for the 235 each vehicles delivered under PY1, Increment 2 for this requirement. Modification 06 funded CLIN 1001AC for the 5 each vehicles delivered under PY1, Increment 3 for this requirement. Modification 09 funded CLIN 2001AA for the 57 each vehicles delivered under PY2, Increment 1 for this requirement. Modification 10 funded CLIN 2001AB for the 24 each vehicles delivered under PY2, Increment 2 for this requirement. Modification 10 funded CLIN 3001AA for the 6 each vehicles delivered under PY3, Increment 1 for this requirement. Modification 14 funds CLIN 3001AB for the 18 each vehicles delivered under PY3 Increment 2 and the 6 each vehicles delivered under PY4 Increment 1 for this requirement. Mod 23 funds CLIN 4001AB for the 22 each vehicles delivered under PY4 Incr. 2 for this requirement. Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.4.1 revised by Mod 49)

C.3.4.2. DIVERSION OF SHIPMENTS: The parties note that Modification 13 and Modification 16 diverted a quantity of 281 DVE Stowage Brackets (P/Ns 12490168-2 and 12490169-2) from this D.O. 0011 to the MFT at Ft. Hood (107 each) and Iraq (174 each). For clarification these 281 units are identified as the last 205 each from CLIN 0001AB and 5 each from CLIN 0001AC and the first 57 tanks from CLIN 2001AA and 14 tanks from CLIN 2001AB. The government anticipates replacing these DVE's in the future with a newer version to meet production/delivery requirements.

C.3.4.3 REPLACEMENT OF SHIPMENTS: Modification 47 replaces the 281 each DVE Stowage Brackets in accordance with Section C.3.4.2 above.

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.**C.3.5 ECP GDLU9515 "Engine Memory Unit (EMU) Integration Kit"**

C.3.5.1 ECP GDLU9515 "Engine Memory Unit (EMU) Integration Kit" shall be applied by the contractor to all SEP Upgrade Multi-Year Vehicles scheduled for delivery under this contract. Note: Modification 05 funded CLIN 1001AA for the 20 each vehicles delivered under PY1, Increment 1. Modification 05 also funded CLIN 1001AB for the 235 each vehicles delivered under PY1, Increment 2 for this requirement. Modification 06 funded CLIN 1001AC for the 5 each vehicles delivered under PY1, Increment 3 for this requirement. Modification 09 funded CLIN 2001AA for the 57 each vehicles delivered under PY2, Increment 1 for this requirement. Modification 10 funded CLIN 2001AB for the 24 each vehicles delivered under PY2, Increment 2 for this requirement. Modification 10 funded CLIN 3001AA for the 6 each vehicles delivered under PY3, Increment 1 for this requirement. Modification 14 funds CLIN 3001AB for the 18 each vehicles delivered under PY3 Increment 2 and the 6 each vehicles delivered under PY4 Increment 1 for this requirement. Mod 23 funds CLIN 4001AB for the 22 each vehicles delivered under PY4 Incr. 2 for this requirement. Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.5.1 revised by Mod 49)

C.3.6 #1 Left Road Arm, PN: 12473353, NSN: 2530-01-531-9545 and Right Road Arm, PN: 12489448, NSN: 2530-01-531-9538

C.3.6.1 The contractor shall provide a quantity of 242 each #1 Left Road Arm, PN: 12473353, NSN: 2530-01-531-9545 and #1 Right Road Arm, PN: 12489448, NSN: 2530-01-531-9538 in support of PY1 of the Multiyear contract. This quantity is in addition to the 18 each DOF quantities that were purchased under the basic contract. As a result of this action all 260 vehicles delivered under PY1 will have 100% replacement of new #1 Left and Right Road Arms. Modification 07 funded PY1 for this requirement. Modification 09 funded CLIN 2001AA for the 57 each vehicles delivered under PY2, Increment 1 for this requirement. Modification 10 funded CLIN 2001AB for the 24 each vehicles delivered under PY2, Increment 2 for this requirement. Modification 10 funded CLIN 3001AA for the 6 each vehicles delivered under PY3, Increment 1 for this requirement. Modification 14 funds CLIN 3001AB for the 18 each vehicles delivered under PY3 Increment 2 and the 6 each vehicles delivered under PY4 Increment 1 for this requirement. Mod 23 funds CLIN 4001AB for the 22 each vehicles delivered under PY4 Incr. 2 for this requirement. Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.6.1 revised by Mod 49)

C.3.7 3rd Generation Deflector Assembly, P/N 13010524

C.3.7.1 The 3rd Generation Deflector Assembly, P/N 13010524 will be provided as part of the Breecher Assembly at ANAD instead of the contractor providing it as contractor Furnished Material (CFM).

C.3.8 DAGR Mounting Bracket Assembly, P/N 12490334

C.3.8.1 The Contractor shall install the GFM DAGR Installaiton Mount (NSN: 5975-01-521-3063) into the DAGR Mounting Bracket Assembly P/N 12490334.

C.3.9 Cooling Fans

C.3.9.1 The contractor shall acquire as CFM 95 each Cooling Fans, Left PN 12388111 to support the Multi-year vehicles delivered under this contract. NOTE: The Cooling Fans are an ANAD reclaim item; however it has been determined that 95 each Cooling Fans can not be reclaimed; therefore it is necessary to procure them new to support the Multi Year Program PY1 and PY2. Therefore, the last 38 vehicles under PY1 will deliver from November 2011 to January 2012; and for PY2, the first 57 vehicles will deliver from January 2012 to May 2012.

NOTE (C.3.9.1 revised by Mod 37)

C.3.10 Blue Force Tracking (BFT) M1A2 SEP Integration Kit" GDLV4635

C.3.10.1 ECP GDLV4635, "Blue Force Tracking (BFT) M1A2 SEP Integration Kit" shall be incorporated into all vehicles under this contract. Note: Modification 11 funded CLINS 1001AA, 1001AB and 1001AC for the 260 each vehicles under PY1 (Increments 1, 2, and 3); and CLINS 2001AA and 2001AB for the 81 each vehicles under PY2 (Increments 1 and 2); and CLIN 3001AA for 6 each vehicles under PY3

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(Increment 1). Modification 14 funds CLIN 3001AB for the 18 each vehicles delivered under PY3 Increment 2 and the 6 each vehicles delivered under PY4 Increment 1 for this requirement. Mod 23 funds CLIN 4001AB for the 22 each vehicles delivered under PY4 Incr. 2 for this requirement. Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.10.1 revised by Mod 49)

C.3.10.2 Any engineering changes that may be required under ECP GDLV4635 "Blue Force Tracking (BFT) M1A2 SEP Integration Kit" shall be handled under the STS contract.

C.3.11 ECP GDLV4665 "DVE Integration Kit"

C.3.11 The Contractor shall incorporate ECP GDLV4665 "DVE Integration Kit" into all 435 vehicles awarded under this contract at no additional cost to the Government (ECP also included on Exhibit B).

C.3.12 TUSK Weldments

C.3.12.1 The contractor shall install the following Autoflug Driver Safety Restraint Systems components onto each vehicle in accordance with ECP GDLU 9496 and GDMY 3148:

PART NUMBER	DESCRIPTION	QTY per tank
12490519	BRACKET, D-RING	2
12490520	BRACKET, D-RING	1
12490542	BOSS	1
12273718-40	WELD PAD	2
12273718-56	WELD PAD	7
12273718-107	WELD PAD	2
12273718-110	WELD PAD	4
12337637-3	WELD PAD	2

C.3.12.2 The contractor shall install the following CSAMM components onto each vehicle in accordance with ECP GDLU 9479, GDMY 2855 and GDMY 2899:

PART NUMBER	DESCRIPTION	QTY per tank
12490420	BRACKET	1
12490411	BRACKET	1
12490436	BRACKET	1
12490427	BRACKET	1
12473135	BRACKET	1
12490445	COVER	1
12490419	BRACKET	1
12490437	BRACKET	1
12490418	BRACKET	1
12490458	PLATE	1
12490449	PLATE	2
12490457	BRACKET	1
12337637-21	WELD PAD	12

C.3.12.3 The effectivity of this change is vehicle one of this D.O. 0011.

C.3.12.4 The Headrest Brackets (PN 12490660) shall be provided as Government furnished material to facilitate the performance of this scope.

C.3.12.5 Note: Modification 12 funded CLINs 1001AA, 1001AB and 1001AC for the 260 each vehicles under PY1 (Increments 1, 2, and 3); and CLINs 2001AA and 2001AB for the 81 each vehicles under PY2 (Increments 1 and 2); and CLIN 3001AA for 6 each vehicles under PY3 (Increment 1); to incorporate this change for TUSK Weldments.

C.3.13 Hull Turret Position Sensor ECP GDMY2440

NOTE! (Clause C.3.13.1 HTPS scope of work deleted by Mod 37)

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.C.3.14 Road Wheel Bracket ECP GDLV4668 and ECP GDLV4669 NOTE! (C.3.14, C.3.14.1 added by Mod 24)

C.3.14.1 ECP GDLV4688 and ECP GDLV4669, entitled Road Wheel Bracket shall be incorporated into all vehicles under this contract. Note: Modification 24 funds CLINs 1001AG for the 260 each vehicles under PY1 (Increments 1, 2, and 3); and CLINs 2001AD for the 81 each vehicles under PY2 (Increments 1 and 2); and CLINs 3001AC for 24 each vehicles under PY3 (Increment 1,2) and CLIN 4001AD for 28 ea vehicles under PY4 (Increment 1). Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.14.1 revised by Mod 49)

C.3.15 Blue Force Tracking (BFT) Interference Note! (C.3.15 added by Mod 34)

C.3.15.1 With the incorporation of the CROWS II A-Kit the MTS MT-2011 mounting box has the same space claim. Below is the list of parts that will not be installed after CROWS II A-Kit installation. Under Modification 34 the contractor is directed to stop all efforts by itself and its subcontractor(s) on the procurement of these parts:

<u>Part Name</u>	<u>Part Number</u>	<u>Part Name</u>	<u>Part Number</u>
MTS Antennae Box	12473342	Wiring Harness	12473119
Mounting Plate	12473085	Couplers	12473159
Mounting Tab	12473091	Optional	12473092
Cover	12473133	Associated Mount Hardware	MISC

The vehicles will continue to be checked out to the BFT requirements in the Prime Item Spec by slaving harness (PN:12473119) and the MT-2011. After testing the 1W352-7 J2 will be capped with a plastic shipping cap and taped in place at the D-Ring bracket.

C.3.16 L3 Arm Assembly Retainers Note! (C.3.16, C.3.16.1 added back by Mod 37)

C.3.16.1 The contractor is authorized to use four (4) each reclaimed (Code A) Retainers (Part Number: 12274445 in lieu of new Retainers on the Arm Assembly for the first 4 each vehicles scheduled to be delivered under Production Year One (PY1). The re-claimed Retainers shall be inspected prior to use and shall meet Code A drawing requirements. The contractor shall warrant these 4 each Retainers same as new. (see clause H.33 for the credit due to the government as a result of this change in scope of work).

C.3.17 Ammo Door Posts Note! (C.3.17, C.3.17.1 added back by Mod 37)

C.3.17.1 The contractor shall reclaim the Ammo Door Posts (Part Number 9376394-A10-OSP) for all vehicles delivered under this contract. Note: Modification 29 funded CLIN 1001AH for the 260 each vehicles under PY1 (Increments 1,2, and 3); and CLIN 2001AE for the 81 each vehicles under PY2 (Increments 1 and 2), and CLIN 3001AD for the 24 each vehicles under PY3 (Increment 1, 2) and 4001AE for the 28 each vehicles under PY4 (Increment 1 and 2). Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.17.1 revised by Mod 49)

3.18 ARAT II Weldments Note! (3.18, 3.18.1 added by Mod 40)

3.18.1 ARAT II Turret Weldments: The contractor shall install ARAT II Turret Weldments into 374 vehicles at JSMC under this contract. Modification 40 funds CLIN 1001AJ 199 each vehicles under Program Year 1 (Increments 2 and 3); CLIN 2001AF for 81 each vehicles under Program Year 2 (Increments 1 and 2); CLINs 3001AE for 24 each vehicles under Program Year 3 (Increments 1 and 2); CLIN 4001AF for 28 each vehicles under Program Year 4 (Increments 1 and 2); CLIN 3001AE for 24 each vehicles under Program Year 3 (Increments 1 and 2). Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.18.1 revised by Mod 49)

C.3.19 LAGS II Note! (C.3.19 added by Mod 42)

C.3.19.1 LAGS II: The contractor shall install ECP GDLV4674 LAGS II into 292 vehicles at JSMC under this contract. LAGS II material will be provided by the Government for GDLS installation into the vehicles. Modification 42 funds SLIN 1001AK 117 each vehicles under Program Year 1 (Increments 2 and 3); SLIN 2001AG for 81 each vehicles under Program Year 2 (Increments 1 and 2); SLINs 3001AF for 24 each vehicles under Program Year 3 (Increments 1 and 2); SLIN 4001AG for 28 each vehicles under Program Year 4 (Increments 1 and 2). Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 5 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.19.1 revised by Mod 48)

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C.3.20 TMS/HPDV Manifold Note! (3.20, 3.20.1 added by Mod 43)

C.3.20.1 TMS/HPDV Manifold: The contractor shall install TMS/HPDV Manifold ECP GLDV4746 into 202 vehicles at JSMC under this contract. Modification 43 funds CLIN 1001AL 27 each vehicles under Program Year 1 (Increments 2 and 3); CLIN 2001AH for 81 each vehicles under Program Year 2 (Increments 1 and 2); CLINs 3001AG for 24 each vehicles under Program Year 3 (Increments 1 and 2); CLIN 4001AH for 28 each vehicles under Program Year 4 (Increments 1 and 2). Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.20.1 revised by Mod 49)

C.3.21 RVSS Note! (3.21, 3.21.1 added by Mod 44)

C.3.21.1 Rear View Sensor System (RVSS): The contractor shall install RVSS ECP GDLV4612 into 335 vehicles at JSMC under this contract. The RVS material will be provided by the Government for GDLS installation into the vehicles. Modification 44 funds SLIN 1001AM 160 each vehicles under Program Year 1 (Increments 2 and 3); SLIN 2001AJ for 81 each vehicles under Program Year 2 (Increments 1 and 2); SLIN 3001AH for 24 each vehicles under Program Year 3 (Increments 1 and 2); SLIN 4001AJ for 28 each vehicles under Program Year 4 (Increments 1 and 2). Modification 49 funds SLIN 4001AC for the 11 each vehicles delivered under PY4, Increment 3 for this requirement. Modification 49 funds SLIN 5001AA for the 10 each vehicles delivered under PY5, Increment 1 for this requirement.

Note!(C.3.21.1 revised by Mod 49)

C.3.22 IDID NOTE! (C.3.22 and C.3.22.1 added by Mod 47)

C.3.22.1 The contractor shall acquire as CFM and install at JSMC 254 each Improved Drivers Integrated Displays (IDIDs) into 254 Multi Year vehicles. Effectivity is PY 1 vehicle 182 scheduled for delivery September 2011.

C.3.23 BFT Antennae NOTE! (C.3.23 and C.3.22.1 added by Mod 47)

C.3.23.1 The contractor shall install 335 Blue Force Tracking (BFT) Antennae, ECP GLDV4737, into 335 Multi Year vehicles at JSMC. The contractor shall procure 254 BFT Antennae as CFM. The Government will provide the first 81 BFT Antennae kits. Effectivity is PY 1 vehicle 101 scheduled for delivery May 2011.

C.3.24 RESERVED

C.3.25 CROWS II A-Kit: PN: 57K6471 NOTE! (C.3.25, C.3.25.1 added by Mod 51)

C.3.25.1 The contractor shall incorporate the Engineering Change Proposals (ECPs) identified in Exhibit B, for the Commanders Remote Operated Weapon Station II (CROWS II), PN: 57K6471, into all Multi-year program vehicles at the Joint Systems Manufacturing Center.

C.4 Limited Technical Inspection

C.4.1 A limited technical assessment on selected M1A1 tanks will be conducted by a joint team of ANAD and Contractor personnel. The assessment will provide current configuration and condition of each vehicle. The Government shall be responsible for any missing LRU/SRU on tanks inducted at ANAD to be supplied to the Contractor at JSMC as reclaim material.

C.4.2 For the 435 M1A1 vehicles under PY1-PY5, the Government will make 141 7th year, 153 8th year, and 141 9th year available for inspections. A total of 18 increments averaging approximately 25 tanks per increment will be provided for a joint contractor/ANAD inspection team at ANAD prior to the start of induction. The contractor shall provide two induction/inspection specialists for each of the 18 increments to assist ANAD personnel. The period of performance shall consist of 11 trips to ANAD to inspect 260 PY 1 vehicles during calendar year 2009/2010, 3 trips for 81 tanks in 2010/2011, 1 trip for the 24 tanks in 2011, 2 trips for the 39 tanks in 2011, and 1 trip for 31 tanks in 2011/2012. Rose Ketchum of PM HBCT will provide a copy of the checklist to be used for the inspection 30 days prior to the first trip.

C.4.3 Limited Technical Inspection Report (CDRL A010). Within 7 calendar days after each of the inspections above in C.4.1 and C.4.2 the contractor shall submit an electronic report in accordance with CDRL A010.

C.5. CONFIGURATION CONTROL

C.5.1. The Government shall be notified electronically of all proposed Contractor changes, which includes waivers and deviations. Any changes reducing demonstrated performance of the LRU Product Fabrication Specifications listed in Attachment 003 or impacting system

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supportability, field test equipment or logistics support products may be disapproved by the Procuring Contracting Officer within 10 working days after electronic notification of the proposed Change. The Contractor is to FLAG these ECP/CR/RFW/RFD's requiring Procuring Contracting Officer approval with a distinct COVER PAGE/electronic NOTICE in accordance with data item A002 DD Form 1423.

C.5.2. Contractor RFD/RFWs to Government configuration controlled items listed in Clause C.2.2 of BOA W56HZV-06-G-0006 require TACOM Contracting Officer (PCO) approval unless specifically delegated. These RFD/RFW's shall be submitted to the PCO in accordance with CDRL A002 of this Delivery Order. The Contractor is to FLAG these ECP/CR/RFW/RFD's requiring Procuring Contracting Officer approval with a distinct COVER PAGE/electronic NOTICE.

C.5.3 Any changes developed under this contract by the contractor as corrections (C.2.8) or in accordance with delegated responsibility for configuration management in paragraph C.5.1 that are identified as contractor Change Requests shall be completed under this contract. This includes the preparation of all technical source data for contractor corrections and contractor changes (Change Requests) which will be provided to the STS Contract for completion of all configuration management and logistics effort.

C.5.4 Incorporation of Government ECPs into vehicles at other than job #1 shall be recorded and reported to the Government in accordance with data item A003 DD Form 1423, Exhibit A of the Contract entitled ENGINEERING ACCOUNTING and ENGINEERING RECORDS (ECAR).

C.5.5 When a waiver or deviation is issued and authorized for a new part number being utilized in the reclamation process, the new part number-authorizing document is valid coverage for usage in the reclaimed component. No other document need be generated.

C.5.6 When a M1A2 SEPv2 production waiver or deviation is authorized for a production LRU base part, for purposes of this contract, the corresponding reclaimed manufacturing designated part number (base + S-18 suffix) shall be authorized. No other document need be generated.

C.6. VEHICLE PAINT COLOR

C.6.1. The vehicle shall be painted TAN 686A Color Chip No. 33446 of Fed-STD-595.

C.7. FUEL AND LUBRICANTS

C.7.1. Fuels and lubricants used for vehicle break-in and acceptance tests shall be as set forth below.

C.7.2. Fuel, JP-8, MIL-DTL-83133, NATO Code No. /Grade F-34 (JP-8) or equivalent. The contractor is authorized to add a leak detector to the fuel provided the leak detector is of a non-staining type.

C.7.3. Oil.

- a. Transmission/Final Drive Oil MIL-PRF-21260
- b. Engine Oil/Lubrication High Temperature Stability (HTS) MIL-PRF- 23699 Class HTS
- c. Shock Absorber Oil MIL-PRF-23699 Class HTS or C/I

C.8 Rebuild Components (see also C.13.2.3 and H.11)

C.8.1 During the rebuild process, the M1A1 shall be separated into major components. Each component is identified by the work-share agreement. ANAD shall rebuild and provide to GDLS those components in its workshare; GDLS shall rebuild those in its workshare. The GDLS/ANAD workshare agreements, in accordance with the Contractor's letter SEP 07-0223, SEP Upgrade Workshare, Rev K, dated June 12, 2007, is incorporated into this contract by reference.

C.8.2 ANAD Rebuild Components. ANAD shall tear down all tanks required to be rebuilt under this contract and shall be responsible for rebuilding and providing to GDLS all of ANADs workshare components that can be reclaimed. ANAD shall furnish to GDLS one kit set per tank of its rebuild components.

C.8.3. Shortages of ANAD Rebuild Components.

C.8.3.1 GDLS, ANAD, TACOM, and PM Combat Systems will work together to identify and resolve as early as possible any potential shortages. The Government shall provide GDLS access to the Abrams Parts Tracking System (APTS) and shall provide to GDLS the monthly APTS report.

C.8.3.2 If GDLS does not have an ANAD rebuild component by 22 days before GDLS required ship date (from the GDAO warehouse), GDLS shall notify PM Abrams (APM, System Integrator, production manager, and procurement analyst) and the contracting officer in writing. The Government shall then take the following steps in the order written to get the required part to GDLS by the point of application date:

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- a. Review the status of and accelerate work in process at ANAD;
- b. Scavenge, refurbish, and provide to GDLS an additional Code-A component;
- c. After consultation with GDLS, have GDLS transfer a component from the contract Lima Supplemental Material (prior USG approval is not required for this step to maintain production schedule).
- d. If funding is available, requisition the part from the supply system; or
- e. If funding is available, authorize GDLS to buy the part under the ANAD Manufacturing Support CLIN (This will require written PCO authorization; the Government will have title to any parts acquired in this manner).

C.8.4 GDLS Rebuild Components. The contract price includes all material necessary for GDLS to rebuild its required components.

C.8.5 EXCEPTION TO WORKSHARE AGREEMENT GPS COVER

C.8.5.1 Although the workshare agreement referenced in C.8.1 would require GDLS to provide all new GPS Covers (P/N 12437171), the existing GPS Covers on the inducted M1A1 tanks shall instead be 100% reclaimed by ANAD.

C.9 VEHICLE WEIGHT MANAGEMENT

C.9.1. The Contractor shall weigh one vehicle as produced in its "as produced" configuration, excluding Basic Issue Items (BII). The Contractor shall maintain a record of that weight. The record shall include the amount of fuel in each cell as indicated on the fuel gauge and list "ship short" items.

C.9.2. Notification of weighing shall be provided to the Government in sufficient time to allow a JSMC Quality Assurance Government representative to be present.

C.10 PULL TEST, RUBBER BONDING

C.10.1. Certain installation drawings call out a pull test on rubber bonded items during assembly operations. These tests will not be made due to the destructive nature of the test. In lieu thereof, a laboratory test coupon/specimen will be utilized for each lot of adhesive received to test the application of the adhesive.

C.11 PASSIVATION SPECIFICATION

C.11.1. The substitution of Passivation Specification ASTM-A380 or ASTM-A967 for AMS-QQ-P-35, for passivation of corrosion resistant steel, is authorized on an as required basis.

C.12. WELDING AND BRAZING

C.12.1. Welding of armor steel shall be performed in accordance with Specification SD-X12140 or MIL-STD-1941 and applicable weld procedures. Suggested welding techniques not described as mandatory in the specification/welding procedures shall be considered optional.

C.12.2. Repair of welds for defects on armor steel plate shall be performed per SD-X12140 and for Class C defects on armor steel castings per Appendix B MIL-A-11356, SD-X12140 and applicable welding procedures.

C.12.3. Repair of vendor weldments on ferrous and non-ferrous metals shall be performed per applicable specifications or Contractor's approved repair procedures.

C.12.4. Welding Wrought Aluminum Armor shall be performed per Specification MIL-STD-1946 or, applicable, MIL-W-45206.

C.12.5. In the interest of eliminating redundant welding qualifications and/or procedure approvals for contractor personnel or suppliers, the Contractor is authorized to waive qualifications and /or procedures approvals otherwise required under this contract if its personnel or suppliers have been qualified or have procedure approvals under other DOD or Government approved welding specifications that meet or exceed the requirements under this contract. Qualified suppliers are those suppliers that have successfully passed Quality or First Article Testing under this Delivery Order or another Government contract where there has not been a break in production. If a supplier is performing to an equivalent or higher quality specification than that called out in this Delivery Order the contractor is authorized to waive the lower quality specification.

C.12.6. The contractor shall be responsible for all welding process approvals (procedures, samples, etc.) in accordance with the Contractor's approved Quality Program.

C.12.7. With regard to all welding specifications, visual weld inspection shall be performed in accordance with SD-X12140D.

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C.12.8. Welding procedures that require Government approval by the applicable specification shall be approved instead by the Contractor.

C.12.9. Soldering shall be in accordance with either MIL-STD-2000A, TACOM soldering process specification 11655194, ANSI/J-STD-001A or other commercial soldering standards with the contractors approval.

C.12.10. With regard to all welding specifications and standards, the following statement applies:

If joint configuration, weld process, and materials have not changed then previously submitted and accepted ballistic test samples, workmanship specimens, and welder qualifications under the applicable qualification requirements of welding specifications SD-X12140, MIL-STD-1261 and MIL-W-45206 are applicable.

C.13. SCOPE OF WORK - Production of 7th-9th Year Vehicles

C.13.1 M1A1 Inductions AT ANAD

C.13.1.1. ANAD will receive vehicles in as-is, but complete condition, remove turrets & disassemble hulls and turrets, and clean the inducted vehicles. The Government will be responsible for providing missing parts. ANAD will inspect inducted vehicles and utilize established safety and environmental protection procedures. The contractor shall ship components for refurbishment to the reclaim sites described in the contractor's GDLS 7th-9th year parts listing workshare documents.

C.13.1.2. The Contractor shall remove, "grind off" the old serial numbers and registration numbers from all incoming SEP Upgrade vehicles.

C.13.2. Disassembly of M1A1s

C.13.2.1 Disassembly: ANAD will disassemble the tank, and ANAD and the Contractor shall disassemble all components in accordance with the intent of accepted Government TMs, DMWRs and/or Contractor procedures.

C.13.2.2 Disposal: The Government will provide disposition instructions for all items removed from vehicles that are determined to be unusable using existing ANAD and Contractor disposal procedures. Packaging, crating, handling and shipping costs will be authorized in accordance with provisions B.4. and B.5. The Government will provide any required specialty containers required for such shipments. The Contractor shall dispose of scrap material IAW the applicable manufacturing operation/instruction sheet(s).

C.13.2.3 Parts Support (see also C.8 and H.11)

C.13.2.3.1 ANAD Down Parts Drop Out Factor (DOF) Material. GDLS shall provide and deliver to ANAD all new-material down parts necessary for ANAD to rebuild the components in ANADs workshare under this contract and the cost of this material is included in the contract price.

C.13.2.3.2 Lima Supplemental Material (LSM, formerly Lima DOF material).

C.13.2.3.2.1 The contractor shall provide and deliver in place at JSMC-Lima the LSM (part numbers and quantities) identified in Attachment 005.

C.13.2.3.2.2 If usage of the LSM is less than estimated:

C.13.2.3.2.2.1 GDLS will transfer the excess LSM and any excess ANAD rebuild components to a follow-on contract at no additional cost to the Government. At the Government's option the price of the follow-on contract shall be reduced by the fully loaded value of the excess material (including profit) or if orders for these items cannot be reduced without penalty then the Contracting Officer may elect that the material is used in a subsequent contract with no amount being included in that contract's price.

C.13.2.3.2.2.2 In the event there is no follow-on contract under which the excess items can be used, then title to these items will vest to the Government and the Government will dispose of them as they deem appropriate within 120 days.

C.13.2.3.2.3 GDLS shall track and record the acquisition, usage, and remaining quantities of LSM and excess ANAD rebuild components by contract and shall provide the Government access to its records upon request. After delivery of the final vehicle, Contractor shall prepare a final status report of the status on the acquisition, usage and remaining quantities of LSM and excess ANAD rebuild components at JSMC (CDRL A011).

C.13.2.3.3 Supply System. The contractor may purchase, with the approval of the M1A2 major item manager, any needed items from the Government supply system.

C.13.3 Refurbishment and Re-use.

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C.13.3.1 ANAD will disassemble the vehicles and will remove all components, except for armor. ANAD and the Contractor shall disassemble components deemed reusable and shall clean, paint, modify as necessary, reassemble, inspect, and reinstall them. The components that ANAD will refurbish are indicated in the contractor's workshare listing document by "ANAD" in the "Reclaim Site" column.

C.13.3.2 GDAO will transport refurbished components that ANAD has refurbished to JSMC. GDAO will also transport other components requiring upgrade by the Contractor and its suppliers back to the appropriate facility. ANAD will inspect and refurbish the gun tubes on all inducted vehicles. GDAO will ship (but not store), engines and gun tubes to JSMC upon notification of completion from the ANAD shop supervisor.

C.13.4 Assembly of Production SEPv2 Vehicles at JSMC

C.13.4.1. The Contractor shall assemble GFM components ("use-as-is (i.e., reclaimed-in-assembly) and refurbished) received from ANAD, contractor furnished material, both new and refurbished and Government Furnished Material (GFM), both new and refurbished, to upgrade the inducted M1A1 tank into a like new M1A2 SEPv2 tank.

C.13.4.2 The Contractor shall also prep and load shipments of completed M1A2 SEPv2 tanks.

C.13.5. Government Furnished Material:

C.13.5.1 GFM is listed on Attachment 001. The Government shall provide all GFM to the contractor as needed to meet production requirements.

C.13.6 Parts Support

C.13.6.1 The contractor shall furnish all material (not provided by ANAD and GFM) needed by ANAD in accordance with ANAD's required delivery dates necessary to refurbish the pieces and components for which ANAD is responsible under the workshare agreement. However, the Contractor is not required to provide any material for ANAD to either refurbish or replace GFM components, the cannon, the main gun mount assembly and any material quantity that exceeds the vehicle contract requirement. The contractor shall by sixty (60) days after contract award, provide ANAD a mutually agreeable delivery schedule identifying what parts and when they are required. 100% DOF CFM (excluding Min/Max parts) will be delivered by GDLS to ANAD on the first business day of every month in which tanks are to be inducted. CFM that is provided at less than 100% DOF will be delivered on an as needed basis as requested by the government.

C.13.6.2. Parts Management Cell at Anniston Army Depot (ANAD)

C.13.6.2.1 The purpose of the parts management cell is to set up a team at ANAD to resolve potential and actual shortages. \~This team will coordinate together with ANAD, TACOM, GDLS, DCMA, and PM-HBCT personnel.

C.13.6.2.2 GDLS shall provide two full-time employees at ANAD to support this effort.

C.13.6.2.3 Requirements for Personnel

C.13.6.2.3.1 The personnel required shall have technical and management experience sufficient to accomplish the following parts management functions:

- a. Assist ANAD by analyzing and recommending improvements to parts flow within ANAD to include deliveries to GDAO. Assist ANAD by investigating and recommending resolution for on-site shortages of parts that are required to ensure vehicle production continues without interruption.
- b. Conduct research for ANAD to include component specifications, suppliers, and component availability.
- c. Assist ANAD with the development and maintenance of parts requirements and files used in the reclamation of components and end items.
- d. Initiate buy orders to meet emergency requirements;
- e. Conduct close and daily contact with ANAD material and maintenance managers;
- f. Assist ANAD in the analysis of component reclamation and other "make/buy" decision that impact cost, schedule and performance; and
- g. Serve as the depot information conduit to Joint Systems Manufacturing Center (JSMC).

C.13.6.2.4 Government Facilities: The USG shall provide continued rent free facilities and working environment at ANAD for members of

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the Parts Team.

C.13.6.3. In the event that any material provided to the Contractor by the Government is found to be unusable, it is Government's responsibility to replace/repair the unusable component.

C.13.6.4. The contractor is authorized to ship parts to and from ANAD under this and any other of the Delivery Orders under DAEE07-01-G-N001 and W56HZV-06-G-0006 in a single shipment.

C.13.6.5 The contractor shall maintain a record of all ANAD CFM (DOF material) identified in the negotiated Bill of Material (BOM) and used in this contract. The contractor shall continually track the inventory levels of each part number by contract and shall track by contract the cumulative number of each part number provided to ANAD. During the performance of this contract, the contractor shall provide the Government interim reports upon request (Government review of the files and or print out/snap shot in time of the inventory list). After the delivery of the final vehicle, the contractor shall prepare a final report by part number of the status of the ANAD CFM inventory. The contractor is not required to perform a physical inventory of ANAD CFM parts. The final report shall be provided in accordance with CDRL A009 3 months prior to last vehicle delivery.

C.13.7 Inventory Control and Receipt of Code A and Code F Material and GFM at ANAD

C.13.7.1 Inventory Control at ANAD - The contractor shall maintain the Inventory Control System at ANAD (GDAO) for the material provided to ANAD by the contractor. The ICS shall be responsible for the receipt of material, storage, warehousing in a Government provided building and shall track the pick of issued material and distribution to ANAD. The Government shall provide 88,200 square feet in Building 135 and underneath the building 136 overhang. NOTE!(C.13.7.1 revised Mod 48).

C.13.7.2 The Contractor shall receive Code A material from ANAD. The Contractor shall inventory it, store it, kit it, and ship it to JSMC Lima based on the Lima need schedule that the Contractor produces. Any schedule delays caused by late, missing, or defective ANAD material shall be resolved under clause H.11.

C.13.7.3 The Contractor shall receive Code F material from ANAD in accordance with the workshare agreement. The Contractor shall ship it to the necessary vendors for repair. Once repaired, the vendors will ship it to JSMC Lima, ANAD or designated location. Any schedule delays caused by late, missing, or defective ANAD material shall be resolved under clause H.11.

C.13.8. Shipping and Handling of GFM - The GFM scope, which will be delivered by truck, will be handled by the contractor. The contractor shall not house these items. The items will stay in the respective shops until ready for shipment. ANAD will notify the contractor when items are ready for shipment. The contractor shall coordinate/schedule a truck for shipment. ANAD will package and provide 1149 paperwork. The contractor shall coordinate the pick-up of the items ready for shipment at the shop, load the truck for shipment and prepare shipping documents.

C.13.8.1 The contractor shall ship the TIGER engine one-way to JSMC, ANAD will containerize the engine before handing over to the contractor.

C.13.8.2 The contractor shall ship the Transmission one-way to Allison (Indianapolis, IN), ANAD will put on skid before handing over to the contractor.

C.13.8.3 Reserved

C.14 Pollution Prevention Plan and Environmental Requirements

C.14.1. The contractor's activities under this contract shall be in accordance with the Contractor's approved Pollution Prevention Plan, which is incorporated into this contract by reference.

C.15 Contract Data Requirements

The Contractor shall prepare technical data and financial reports in the format and scope specified and furnished with the Contract Data Requirements List, DD Form 1423 (Exhibit A). This information shall be furnished in accordance with the requirements, quantities and schedules set forth in the Electronic Contract Data Requirement List. All data, including ECARDS data, is to be submitted electronically to the Government, reference FAR 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005, unless specifically directed otherwise in the data item.

C.16 Reserved

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C.17 Reserved

C.18 SOFTWARE LICENSING

C.18.1 The contractor shall be responsible for acquiring Production Software Licensing and any ancillary support equipment for all Abrams vehicles under this contract. The Government shall be given Government Purpose rights. The term ancillary support equipment includes, but is not limited to, training equipment, test equipment, and software loader/verifiers. Licenses are to be purchased from Seaweed.

C.19 Reserved

C.20 REMOVAL AND DISPOSAL OF NON-DU ARMOR PACKAGES

NOTE!(C.20 revised Mod by 48, C.21 through C.21.10 and C.22 added by Mod 48)

The contractor shall remove the non-DU Armor packages from these M1A1 turrets and dispose of the armor packages in accordance with approved plant procedures.

C.21 DISPOSAL OF DU ARMOR PACKAGES REMOVED FROM JSMC

C.21.1 The contractor shall remove DU Armor packages from M1A1 turrets. The removal (handling, decontamination, etc.) of the DU Armor packages will be in accordance with the contractors Nuclear Regulatory Commission (NRC) Licenses, NRC and Army Regulations, and Army Permits.

C.21.2 The contractor shall place the DU Armor packages in burial containers provided by the DOE as GFM, but do not seal. All of the following criteria must be met, as determined by the DOE representative, in order to place associated waste material in the burial containers:

1. Must be DU Armor related.
2. Must be radioactive.
3. Must be classified.
4. Must safely fit within shipping containers provided by DOE.

C.21.3.1 The Waste Profile for the classified waste stream to the DOE Nevada Test Site will be provided by DOE. The Waste Profile defines what can and can not be put into the burial containers, such as no other hazardous waste. DOE shall provide stacking height of empty and full burial containers to the contractor.

C.21.3.1.2 The Backpack material shall be used as is. Decontamination of the reused backpack is not required, but minor cleaning may be considered necessary based on visual inspection and will be limited to appropriate cloth wipe only. GDLS shall dispose of the cloths used for this purpose in accordance with its current RAD CON program for general surveys or, if that disposal method is not practical, GDLS shall coordinate with DOE to arrange appropriate bagging and disposal of the used cloths via the DOE provided trucks (see C.21.9).

C.21.3.1.3 The Backpack material shall be reinstalled in accordance with "New Turret Front Armor" ECP GDLU6226.

C.21.3.2 The preparation and packaging will be in accordance with the contractors NRC licenses, 49 Code of Federal Regulations and Department of Transportation (DOT) Regulations and the Waste Acceptance Criteria at the Nevada Test Site. The contractor shall Store DU Armor packages in burial containers in accordance with its NRC Licenses, NRC and Army Regulations and Army Permits. The DU armor packages will be under the cognizance of the contractors NRC license from the time the tanks arrive at JSMC until the time the burial containers are accepted by the carrier. Before and after, the DU Armor shall be under the Governments NRC license or Control.

C.21.4 The contractor shall ensure contents of burial containers are properly prepared for shipping. The contractor shall provide DOE with proposed bracing methods for packages inside the burial containers to meet the 49 CFR 173.427(a)(6)(iii) requirement to prevent movement of packages during shipment for burial.

C.21.5 The contractor shall notify the DCMA GDLS Lima Security Officer when up to 24 burial containers have been filled. The DCMA GDLS Lima Security Officer will then notify DOE.

C.21.6 The contractor shall provide the DCMA GDLS Lima Security Officer with the DU Armor package serial numbers corresponding to the DU Armor packages in burial containers. The DCMA GDLS Lima Security Officer will then provide this information to DOE and the TACOM Safety Office (AMSTA-CS-CZ).

C.21.7 The contractor shall seal burial containers when requested by DOE by tack welding clips between burial container lid and burial

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container body.

C.21.8 The DOE representative shall perform radiation and contamination surveys of DU Packages in burial containers in accordance with 49 CFR, DOT Regulations and the Nevada Test Site Waste Acceptance Criteria. The contractor shall mark and Label DU Packages placed inside burial containers for Shipment in accordance with 49 CFR, DOT Regulations and the Nevada Test Site Waste Acceptance Criteria.

DOE shall mark the outside of each burial container. However, the contractor shall ensure that the outside of each burial container that contains packages removed from ~~7th, 8th, 9th~~, 10th, 11th, 12th, and 13th year tanks is marked as such so that they can be separately identified for disposal. The contractor shall provide a Tamper Indicating Device for the burial containers and weigh each burial container prior to loading.

C.21.9 The contractor shall load DOE provided truck(s). As indicated in C.21.3.2, DOE shall assume full responsibility for the burial containers once DOE signs off on the paperwork at JSMC confirming acceptance by the carrier.

C.21.10 The contractor shall maintain inventory records indicating disposition of DU Packages. The contractors records will show transfer of DU Packages to DOE.

C.22 Safety Monitoring and Surveillance for DU Armor Effort

C.22.1 CLINs 1001, 2001, 3001, 4001 and 5001 vehicle prices do not include any DU Armor labor or Other Direct Cost (ODC) for Department 2082 (Monitoring and Surveillance). The parties agree that necessary and reasonable costs for such effort during performance of C.21 "Disposal of DU Armor Packages Removed from JSMC" will be covered on a cost-no fee basis under Facilities Contract W56HZV-04-E-0001.

C.23.2 The contractor shall install GFM BFT Brackets, Part Number 12545017, into each M1A2 tank, effectivity begins with all vehicles scheduled for delivery in May 2011 as follows:

CLINs / SLINs - Currently Called Up Units:

1001AA	0
1001AB	155
1001AC	5
2001AA	57
2001AB	24
3001AA	6
3001AB	18
4001AA	6
4001AB	22
4001AC	11
5001AA	10
314 Each - Called Up Unit Sub-Total	

CLINs / SLINs - Not Currently Called Up Units:

5001AB	21
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335 Each - Total including Called Up and Not Called Up Units

Changed by Modification 53; Consolidated narratives via Modification 54

C.24 Offline Installation of Ammo Doors, GPS Covers, and NBC Sponsons (NOTE! C.24.1 added by Modification 60; C.24.2 added by Modification 93)

*C.24.1 The contractor shall perform offline installation of Ammo Doors, GPS Covers and NBC Sponsons when these items become available on all June thru August, October thru December (2011), January thru Dec (2012) and Jan (2013) vehicles that are conditionally accepted in accordance with Modifications 57, 60, 61, 63, 64, 67, 69, 72,74, 80, and 81 of this contract.

*C.24.2 The Contractor shall perform offline Ammo door installations on vehicles conditionally accepted (from Aug 2012 through Jan 2013) on modifications 82, 84, 86, 88, 90 and 91 of this contract. The offline installations shall be performed in accordance with the delivery schedule in section F.10. Additionally, 20 Ready Doors will be provided as Government furnished (see Attachment 0001). The remaining Ready and Stow doors will be provided as Contractor furnished from doors delivered under CLIN 8001AA and 8001AB and in accordance with C.27.2.

C.25 AMMO DOOR RAILS (CLIN 9001AD).

C.25.1 The Contractor shall provide a quantity of 50 Sets of Ammo Door Rails (each set includes one each P/N 9376400 and one each P/N

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9377493) under SLIN 9001AD.

C.26 ANAD Rebuild Component Shortage

C.26.1 The Contractor shall deliver the parts and quantities listed below in accordance with C.8.3.2.e. after "Vehicle Effectivity" dates listed in the column below, the Contractor is responsible for installing these parts in vehicles (i.e. the Contractor shall assemble these components together with other CFM and GFM at JSMC in accordance with C.2.1.1, C.13.4 and the delivery schedule listed in Section F). Before the dates listed in "Vehicle Effectivity" these items are still considered ANAD Component GFM; after the dates these items are considered CFM. If there are excess quantities of the parts listed below after the last vehicle is delivered under this contract, the Contractor shall deliver these parts to the Government. These excess parts shall be reconciled in the Final Parts Shortage Reconciliation in accordance with H.37. Early and partial deliveries and payments of the IA repair parts are allowed IAW G0001.

The following parts shall be provided by the Contractor:

<u>Part No.:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Vehicle Effectivity (i.e. veh beginning with those delivered in the month of):</u>
12337902-2	Screen	65	08/2012
12337902-1	Screen	15	08/2012
12287748	Door Panel	161	09/2012
12312240	Left Eng. Fuel Tank	47	09/2012
12932161	Post	9	09/2012
5600260	Gunner's Seat Assy	39	10/2012
9377597	Thumper Assy	9	10/2012
9377839	Plate	22	10/2012
12282029	Bracket	60	10/2012
12284183	Right Engine Fuel Tank	87	10/2012
12315783	Duct	115	10/2012
12388018	Duct	126	10/2012
12388087	Cap	9	10/2012
12548070	Box Assy	52	10/2012
12324402-1	Hose Assy	12	10/2012
9376475-2	Hook and Housing Assy	39	10/2012
12273350	Mount	92	11/2012
12288306	Separator	22	11/2012
12323972	Tube Assy	46	11/2012
12387975	Plemum & Air Box	13	11/2012
12324532-2	Wiring Harness Assy (1W207-9)	3	11/2012
12273377	Hyd. Heat Exchanger	196	12/2012
12283831	Knee Switch Assy	17	12/2012
12287033	Box	8	12/2012
12321698	Zero Elevation Switch Assy	17	12/2012
12347084-3	Driver's Lifting Mech	135	12/2012
12311332	Cable Assy (3W102-2)	16	01/2013
12344358	Gunshield, Front and Rear	13	01/2013
12273796-1	Gearbox Assy	40	01/2013
12323814-2	Wiring Harness Assy (2W160-1)	26	01/2013
12288402	LS Alum Sensor Cover	12	01/2013
12285552	LS Alum Fuel Cell Cover	87	02/2013
12304903	Tube	52	02/2013
12548305	Plate	42	02/2013
12310899	Tube Assy	68	02/2013
9338559-1	Crosswind Sensor (1A253)	54	02/2013
9377634	Ready Ammo Door	52	02/2013
9338160	Hand Pump Assy (1S241)	9	04/2013
12285300	Comm GPS Extension	9	04/2013
3600249	Sponson Assy	12	06/2013
12337127	Rotor	17	06/2013

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7600719-A	Valve Assy	17	06/2013
12304412	Accumulator	26	06/2013
12388111	Cooling Fan	77	06/2013

C.27 Ammo Ready door and Stow doors

C.27.1 the contractor shall provide a quantity of 40 sets of Ammo Doors (each set includes on each PN 9377634 and one each PN 12549901 under SLIN 9001AF

C.27.2 The Contractor shall provide a total quantity of 40 Stow Doors (pn 12549901) IAW schedule identified under SLINs 8001AA and 8001AB.

C.28 High Hard Hull Crack

C.28.1 The Contractor shall repair the high hard hull crack located on the right hand side near the sponson side wall on tank sn LRV236M located at JSMC In accordance with Training Circular TC 9-237 no later than 30 August 2013.

All Terms and Conditions specific to Section C of the Basic Order Agreement (W56HZV-06-G-0001) are incorporated by reference into this Delivery Order W56HZV-06-G-0006/0011.

**Updated by Modification 93

*** END OF NARRATIVE C0003 ***

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SECTION F - DELIVERIES OR PERFORMANCE

F.1. Delivery Schedule.

F.1.1. The contractor shall deliver the vehicles at JSMC as follows:

Delivery Schedule CLIN 1001: (Total 260 vehicles) (Consists of 1001AA for a quantity of 20 each vehicles, 1001AB for a quantity of 235 vehicles and 1001AC for a quantity of 5 vehicles)

<u>2010:</u>	Oct	Nov	Dec
	7	18	18

2011:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	18	13	13	13	20	23	18	20	20	20	20	14

2012:	Jan
	5

Delivery Schedule CLIN 2001, 3001, 4001: (Total 111 vehicles) (Consists of 2001AA for a quantity of 57 vehicles, 2001AB for a quantity of 24 vehicles, 3001AA for a quantity of 6 vehicles), 3001AB for a quantity of 18 vehicles, 4001AA for a quantity of 6 vehicles).

2012:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
	10	13	13	13	13	13	12	13	11

Delivery Schedule CLIN 4001, 5001: (Total 64 vehicles) (Consists of 4001AB for a quantity of 22 vehicles, 4001AC for a quantity of 11 vehicles, 5001AA for a quantity of 10 vehicles, 5001AB for a quantity of 21 vehicles). Note!(revised by Mod 49)

2012:	Sep	Oct	Nov	Dec	2013:	Jan	Feb	Mar	Apr	May	Jun
	2	13	13	12		4	4	4	4	4	4

F.1.2 The contractor shall co-ordinate FIR inspection at JSMC and the contractor need dates for rail transportation with the ACO. The contractor shall load the vehicles in accordance with the schedule provided by the ACO.

F.1.3 Delivery Schedule for DVE Stowage Brackets. The contractor shall deliver 107 each DVE Stowage Brackets under PY1 Increment 1 and Increment 2 to Ft. Hood before 17 August 2009 to the following location:

DoDAAC: W9108G
 PM HBCT Material Fielding Handling Team Warehouse
 Bldg. 88004 Clarke Road and Logistics Lane
 Ft. Hood, TX 76544-6000
 ATTN: Eric Dill
 Phone: 254-630-2079

F.1.4 ECP GDLV4688 and ECP GDLV4669 Road Wheel Bracket: The contractor shall apply these ECPs at JSMC on all vehicles scheduled for delivery under clause F.1.1. NOTE! (F.1.4 added by Mod 24)

F.1.5 RESERVED

F.1.6 ARAT II Turret Weldments: The contractor shall install, in accordance with clause C.3.18, ARAT II Turret Weldments on vehicles at JSMC in accordance with the delivery schedule below: Note! (F.1.6 added by Mod 40)

CLIN 1001 (Total 160 vehicles) (Consists of CLIN 1001AJ for a quantity of 160 vehicles)

2011:	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2012:	Jan
	20	23	18	20	20	20	20	14		5

CLIN 2001, 3001, 4001 (Total 133 vehicles) (Consists of 2001AF for a quantity of 81 vehicles, 3001AE for a quantity of 24 vehicles and 4001AF for a quantity of 28 vehicles).

2012:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
	10	13	13	13	13	13	12	13	13	13	7

CLIN 4001, 5001: (Total 42 vehicles) (Consists of 4001AC for a quantity of 11 vehicles, 5001 for a quantity of 31 vehicles).

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2012:	Nov	Dec	2013:	Jan	Feb	Mar	Apr	May	Jun
	6	12		4	4	4	4	4	4

F.1.7 LAGS II: The contractor shall install, in accordance with clause C.3.19, LAGS II on vehicles at JSMC in accordance with the delivery schedule below: Note! (F.1.7 added by Mod 42)

CLIN 1001 (Total 117 vehicles) (Consists of CLIN 1001AK for a quantity of 117 vehicles)

2011:	Jul	Aug	Sep	Oct	Nov	Dec	2012:	Jan
	18	20	20	20	20	14		5

CLIN 2001, 3001, 4001 (Total 133 vehicles) (Consists of 2001AG for a quantity of 81 vehicles, 3001AF for a quantity of 24 vehicles and 4001AG for a quantity of 28 vehicles.)

2012:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
	10	13	13	13	13	13	12	13	13	13	7

CLIN 4001, 5001: (Total 42 vehicles) (Consists of 4001AC for a quantity of 11 vehicles, 5001AA for a quantity of 31 vehicles).

2012:	Nov	Dec	2013:	Jan	Feb	Mar	Apr	May	Jun
	6	12		4	4	4	4	4	4

F.1.8 TMS/HPDV Manifold: The contractor shall install, in accordance with clause C.3.20, TMS/HPDV Manifold on vehicles at JSMC in accordance with the delivery schedule below: Note! (F.1.8 added by Mod 43)

CLIN 1001 (Total 27 vehicles) (Consists of CLIN 1001AL for a quantity of 27 vehicles)

2011:	Nov	Dec	2012:	Jan
	08	14		5

CLIN 2001, 3001, 4001 (Total 133 vehicles) (Consists of 2001AH for a quantity of 81 vehicles, 3001AG for a quantity of 24 vehicles and 4001H? for a quantity of 28 vehicles.)

2012:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
	10	13	13	13	13	13	12	13	13	13	7

CLIN 4001, 5001: (Total 42 vehicles) (Consists of 4001AC for a quantity of 11 vehicles, 5001AA for a quantity of 31 vehicles).

2012:	Nov	Dec	2013:	Jan	Feb	Mar	Apr	May	Jun
	6	12		4	4	4	4	4	4

F.1.9 RVSS: The contractor shall install, in accordance with clause C.3.21, Rear View Sensor System on vehicles at JSMC in accordance with the delivery schedule below: Note! (F.1.9 added by Mod 44)

CLIN 1001 (Total 160 vehicles) (Consists of CLIN 1001AM for a quantity of 160 vehicles)

2011:	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2012:	Jan
	20	23	18	20	20	20	20	14		5

CLIN 2001, 3001, 4001 (Total 133 vehicles) (Consists of 2001AJ for a quantity of 81 vehicles, 3001AH for a quantity of 24 vehicles and 4001AJ for a quantity of 28 vehicles.)

2012:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
	10	13	13	13	13	13	12	13	13	13	7

CLIN 4001, 5001: (Total 42 vehicles) (Consists of 4001AC for a quantity of 11 vehicles, 5001AA for a quantity of 31 vehicles).

2012:	Nov	Dec	2013:	Jan	Feb	Mar	Apr	May	Jun
	6	12		4	4	4	4	4	4

F.1.10 ECP CROWS II A-Kit PN:57K6471 NOTE! (F.1.10, F.1.10.1 added by Mod 51)

F.1.10.1 The contractor shall apply the ECPs (identified in Exhibit B) for the CROWS II A-Kit at JSMC in all of the Multi-year program

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vehicles delivered October 2010 through June 2013 under CLINs 1001, 2001, 3001, 4001, 5001.

F.1.11 DOF INCREASE NOTE! (F.1.11 added by Mod 70)

F.1.11.1 The contractor shall procure parts and quantities listed in Section C.26 and shall assemble these components together with other CFM in accordance with all of the Multi-year program vehicles delivered April 2012 through June 2013 under CLINs 2001 (see schedule in F.1.1), 3001 (see schedule in F.1.1), 4001 (see schedule in F.1.1), and 5001 (see schedule in F.1.1).

F.2. GFM REPORTING

F.2.1. Report is to be delivered in accordance with DD Form 1423, Data Item Number A004 and Attachment 002.

F.3. The 50 Sets of Ammo Door Rails (each set includes one each P/N 9376400 and one each P/N 9377493) under SLIN 9001AD shall be shipped to Lima, Ohio per the following delivery schedule:

10 Sets - 17 October 2011
10 Sets - 24 October 2011
10 Sets - 31 October 2011
10 Sets - 7 November 2011
10 Sets - 14 November 2011

F.3.1 The DODAAC and Ship To address for the 50 Sets of Ammo Door Rails (each set includes one each P/N 9376400 and one each P/N 9377493) under SLIN 9001AD are as follows:

DODAAC: W80Y7E
Joint Systems Manufacturing Center
1155 Buckeye Road
Lima, Ohio 45804
Mark FOR: Contract W56HZV-06-G-0006/0011, M1A2 Sep Upgrade Program

F.4. Government Bills Of Lading and Other Routing Instructions

F.4.1. The Contractor shall request (i) Government Bills of Lading and routing and other instructions, including Military Standard Transportation and Movement Procedure (MILSTAMP), as to the methods of shipment to be followed by the Contractor or (ii) authorization to ship on Commercial Bills of Lading to be converted to Government Bills of Lading at destinations from Transportation Office, administering DCMAG-MDQB, ten days in advance of the date of which material is made ready for shipment. Appropriate forms for said requests will be furnished by DCMAG-MDQB to the Contractor. The Contractor shall prepare and address said forms as directed by the Contracting Officer or his duly authorized representative.

F.5. Shipping Instructions

F.5.1. Shipping instructions for the delivery order end items will be provided by the Contracting Officer 60 days in advance of the shipment date. Revised, amended, or final shipping instruction will be provided to the Contractor by the ACO no less than ten (10) days prior to the shipment date.

F.5.2 Advance Acceptance

F.5.2.1 Advanced delivery of M1A2 SEpv2 Upgrade Multi-year vehicles is authorized if all the contract requirements/provisions are met, there are no impacts to GFM (including railcars), and there are no additional costs to the Government.

F.6. Instructions for Use, Preparation, and Distribution of DD Form 250 Material Inspection and Receiving Report (MIRR)

F.6.1 Preparation of DD 250

DD Form 250 shall be completed by the contractor in accordance with instructions contained at clause 252.246-7000 of the Department of Defense Federal Acquisition Regulation.

F.6.2 DD 250 (MIRR) DISTRIBUTION

F.6.2.1 The following addresses only should have one (1) each copy of the Material Inspection and Receiving Report distributed by the Contractor per DFAR 252.246-7000, as appropriate per location.

TACOM

Heavy Combat Commodity Business Operations

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MOD/AMD 93

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ATTN: AMSTA-LC-C
Warren, MI 48397-5000

Joint Systems Manufacturing Center
ATTN: DCMAW-MDQB
ATTN: Contract Administrator
1155 Buckeye Road
Lima, OH 45804

Joint System Manufacturing Center
ATTN: DCMAW-MDQB
ATTN: Test & Acceptance QAR
1155 Buckeye Road
Lima, OH 45804

F.6.2.2 In accordance with DFAR 252.246-7000, distribution of the Acquiring Offices MIRR DD 250 shall be to the following address.

U.S. Army TACOM Life Cycle Management Command
Production & Industrial Base Management Group
ATTN: AMSTA-AQ-P
Warren, MI 48397-5000

F.7 FOB Point

F.7.1 The contractor shall deliver the M1A2 SEP VERSION 2 Tanks FOB JSMC.

F.8. The 40 Sets of Ammo Ready and Stow Doors (each set includes one each P/N 9377634 and one each P/N 12549901) under SLIN 9001AF shall be shipped to Lima, Ohio by May 2013.

F.8.1 The DODAAC and Ship To address for the 40 Sets of Ammo Ready and Stow Doors under SLIN 9001AF are as follows:

DODAAC: W80Y7E Joint Systems Manufacturing Center
1155 Buckeye Road
Lima, Ohio 45804
Mark FOR: Contract W56HZV-06-G-0006/0011, M1A2 Sep Upgrade Program

**F.8.2 The 40 Ammo Stow Doors P/N 12549901 under SLIN 8001AA and 8001AB shall be shipped to Lima, Ohio by 31 Jan 2014 (SLIN 8001AA) and 31 Mar 2014 (SLIN 8001AB) using DODAAC W80Y7E.

DODAAC: W80Y7E
Joint Systems Manufacturing Center
1155 Buckeye Road
Lima, Ohio 45804
Mark FOR: Contract W56HZV-06-G-0006/0011, M1A2 Sep Upgrade Program

F.9 The High Hard Hull Crack on tank SN LRV236M under SLIN 8001AC shall be repaired at Lima, Ohio by 30 August 2013.

**F.10 Offline Ammo door installation delivery schedule of Stow and ready Ammo Doors.

Delivery Date	Vehicle Qty	Delivery Date	Vehicle Qty
30 Nov 2013	4 (2 Stow only)	31 Jul 2014	4
31 Dec 2013	4	31 Aug 2014	4
31 Jan 2014	4	30 Sep 2014	4
28 Feb 2014	4	31 Oct 2014	5
31 Mar 2014	4	30 Nov 2014	5
30 Apr 2014	4 (2 Stow Only)	31 Dec 2014	5
31 May 2014	4		
30 Jun 2014	4		

All Terms and Conditions and contract clauses specific to Section F of the Basic Order Agreement (W56HZV-06-G-0006) are incorporated by reference into this Delivery Order W56HZV-06-G-0006/0011

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** Changed/Added by modification 93

*** END OF NARRATIVE F0002 ***

CONTINUATION SHEET

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PIIN/SIIN W56HZV-06-G-0006/0011 **MOD/AMD** 93

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
1001AQ	472BVU7247	2	A.0008737.6.2.4.2	AL \$	0.00 \$	23,916.15 \$	23,916.15
1001AR	472BVU6947 31206500014	2	2GAAU1	AG \$	0.00 \$	376,147.92 \$	376,147.92
NET CHANGE						\$ 400,064.07	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AG 21	22033000025R5R02P31206531E9 S20113	\$ 376,147.92
AL 021	201220142033 A5XGJ GA0750ARU01 3109 L034319164 A.0008737.6.2.4.2	\$ 23,916.15
NET CHANGE		\$ 400,064.07

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 1,161,786,343.16	\$ 400,064.07	\$ 1,162,186,407.23

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
1001AQ	AL 021	201220142033 A5XGJ GA0750ARU01 3109 L034319164 A.0008737.6.2.4.2 021001
1001AR	AG 21	121420330000 W56HZV 25R5R023120650001431E9472BVU6947 2GAAU1 S20113
8001AA	AG 21	121420330000 W56HZV 25R5R023120650001431E9472BVU6447 2GAAU1 S20113

G.4 PERFORMANCE BASED PAYMENTS (NOTE!: G.4 Revised by Modification 60)

G.4.1. The parties agree to establish the form of contract financing as Performance Based Payments pursuant to FAR 52.232-32.

G.4.2. Performance Based Payments will be made on the whole contract less any scope or separately funded requirements identified in this section. The parties have identified two major categories of events or milestones the Contractor is required to meet to trigger a finance payment. These two major categories of events are:

1. Material Received
2. Marriage of Hulls and Turrets

G.4.2.1 Each Event and what constitutes successful performance, is described in the following paragraphs. The schedules and event values for successful performance are contained in appropriate attachments. The contractor is authorized payment for meeting an event up to 30 days in advance of the planned event schedule. The contractor shall request an early payment no more than 5 times throughout the life of the contract.

G.4.2.2. The Government and the Contractor acknowledge the potential need to reevaluate the existing milestone plan that supports the Contractor performance-based payment request. Therefore, the two parties agree to consider a proposal to change to the milestone plan in the event of an excusable delay or a change in contract performance.

G.4.2.3 The expected dates noted on Exhibit C are the dates both parties expect to achieve the milestone event.

G.4.3. PERFORMANCE EVENTS

G.4.3.1. Material Received. Receipt of material at the Contactors plant(s) is a performance measurement. The event schedule and values are provided in Exhibit C. The Material Received Event is successfully completed when the contractor has received the percentage of material noted in Exhibit C and is represented by the receipt of critical or major subassemblies as identified in Exhibit C. The contractor shall not transfer material into this contract for the sole purpose of meeting a material milestone.

G.4.3.2 Marriage of Hull and Turret. The marriage of the hull and turret is a performance measurement. The event schedule and values

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are provided in Exhibit C. The Marriage Event is successfully completed when the scheduled number of turrets and hulls have been physically married together as a single unit and successfully pass the marriage functional test. Additionally, the married hull and turret is able to progress to, and be functional in, the next stage of the manufacturing process. No payment shall be made if hull and turret parts are removed after the successful completion of the marriage functional test which causes the hull and turret marriage to revert to a non-functional state unless required by a failure in the Test and Adjust (T&A) process which necessitates removal and replacement of a part.

G.4.3.2.1 If the contractor misses a milestone because of GFM issues (i.e. late, does not meet specification), the contractor is entitled to the milestone payment assuming all critical conditions (i.e. have to be complete prior to marriage) have been met.

G.4.5. LIQUIDATION RATE

G.4.5.1. The Liquidation Rate for this contract is 90%. FAR 52.232-32 and the information provided in this section in no way limit the Government's rights pursuant to the "Inspection of Supplier-Fixed Price" clause of the contract.

G.4.6. CONTRACT REGULATORY REQUIREMENTS

G.4.6.1. Performance Based Payments under this provision G.4. is subject to the terms and conditions of this contract, and FAR 32.1005 and FAR 52.232-32 "Performance-Based Payments" (Jan 2008). In addition, for subcontractors receiving finance payments from the Contractor under this Order, the following applies:

(a) Financing payments to subcontractors. Finance payments to subcontractors shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to:

- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments:

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if:

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments:

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if:

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

G.4.7. Contract Financing of any type does not apply to CLINs entitled Damaged or Defective Government Material and Anniston Manufacturing Support.

G.4.8 CONTRACT MODIFICATIONS

G.4.8.1 The Contractor and the Government recognize a need may arise where modifications to this contract may require revisions to the contracted PBP's.

G.4.8.2 In an effort to minimize the administrative burdens associated with such actions, the following parameters provide the Parties with guidance:

(a) PBP's will be revised for contractual modifications or cumulative contractual modifications/adjustments with a threshold equal to or greater than Five Million (\$5,000,000) Dollars.

(b) Modifications to PBP's will be made once per quarter for contractual modifications/adjustments with a threshold equal to or greater than the Five Million (\$5,000,000) Dollar threshold.

(c) The Five Million (\$5,000,000) Dollar threshold is cumulative and additive over multiple quarters.

(d) As appropriate and mutually agreed the Parties will either add the modification/adjustment dollars into existing events, or add event(s) to reflect the change in performance.

G.5 BILLING INSTRUCTIONS

G.5.1 ECP GDMY2440 Hull Turret Position Sensor (HTPS), SubCLINS 1001AD, 1001AE, 1001AF and 2001AC: The contractor may bill the negotiated firm fixed unit price of \$1,181.00 for the HTPS upon delivery of each end item vehicle.

G.5.2 ECPs GDLV44668 and GDLV4669, Subclins 1001AG, 2001AD, 3001AC, 4001AD: The contractor is authorized to invoice at the unit price under these SLINS in accordance with the SOW in Section C.5.4 and the vehicle delivery schedule in Section F. Support for this invoice is a signed vehicle DD250 verifying Government acceptance of vehicle.

(G.5.2 added by Mod 24)

G.5.3 Ammo Door Posts Requirement, SLINS 1001AH, 2001AE, 3001AD and 4001AE: The contractor may bill the negotiated firm fixed unit price of \$173.66 for the Ammo Door Posts upon delivery of each end item vehicle. NOTE! (G.5.3 added by Mod 29)

G.5.4 Left Cooling Fans Billing Instructions: (SLIN 6001AA)

(G.5.4 and G.5.4.1 added by Mod 37)

G.5.4.1 The contractor is authorized to invoice the unit price under SLIN 6001AA ACRN AA in accordance with the SOW in Section C.3.9 and the vehicle delivery schedule in Section F clause F.1.5. Support for this invoice is a signed vehicle DD250 verifying Government acceptance of vehicle.

G.5.5 ARAT II Turret Weldments

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G.5.5.1 The contractor is authorized to invoice the unit price under SLINs 1001AJ ACRN AC, 2001AF ACRN AC, 3001E ACRN AC and 4001AF ACRN AC in accordance with the SOW in Section C.3.18 and the vehicle delivery schedule in Section F clause F.1.6. Support for this invoice is a signed vehicle DD250 verifying Government acceptance of vehicle.

Note! (G.5.5.1 added by Mod 40)

G.5.6 LAGS II (G.5.6, G.5.6.1 added by Mod 42)

G.5.6.1 The contractor is authorized to invoice the unit price under SLINs 1001AK ACRN AC, 2001AG ACRN AC, 3001AF ACRN AC and 4001AG ACRN AC in accordance with the SOW in Section C.3.19 and the vehicle delivery schedule in Section F clause F.1.7. Support for this invoice is a signed vehicle DD250 verifying Government acceptance of vehicle.

G.5.7 TMS/HPDV Manifold (G.5.7,G.5.7.1 added by Mod 43)

G.5.7.1 The contractor is authorized to invoice the unit price under SLINs 1001AL ACRN AC, 2001AH ACRN AC, 3001AG ACRN AC and 4001AH ACRN AC in accordance with the SOW in Section C.3.20 and the vehicle delivery schedule in clause F.1.8. Support or this invoice is a signed vehicle DD250 verifying Government acceptance of vehicle.

G.5.8 RVSS (G.5.8, G.5.8.1 added by Mod 44)

G.5.8.1 The contractor is authorized to invoice the unit price under SLINs 1001AM ACRN AC, 2001AJ ACRN AC, 3001AH ACRN AC and 4001AJ ACRN AC in accordance with the SOW in Section C.3.21 and the vehicle delivery schedule in clause F.1.9. Support or this invoice is a signed vehicle DD250 verifying Government acceptance of vehicle.

(G.5.9 a) through c) added by Mod 51)

G.5.9 Billing Instructions for CROWS II (ECP #s identified in Exhibit B): The contractor is authorized to invoice for the CROWS II as follows:

a)The contractor is authorized to bill the Government for the lot price of \$631,134.06 (one lot consists of 183 CROWS II installed on vehicles scheduled for delivery October 2010 through Sep 02, 2011) under SLIN 7001AG ACRN: AD in accordance with the SOW in C.3.25. Support for this invoice shall be a copy of the CROWS II test record located in the Final Inspection Record (FIR) for each vehicle; each CROWS II test record shall identify the associated vehicle serial number.

b) The contractor is authorized to invoice the unit price under CLINs: 7001AA, ACRN AD; 7001AB, ACRN AD; 7001AC, ACRN AD; 7001AD, ACRN AD; 7001AE, ACRN AD in accordance with SOW in Section C.3.25 and E.8.13 and the vehicle delivery schedule in Section F.1. Support for this invoice is a signed vehicle DD250 verifying Government Acceptance of the vehicle with the CROWS II installed.

c) Reserved for billing instructions if the 21 M1A2 tanks under PY 5 Increment 2 are called up.

G.6 Reserved by Modification 26

G.7 BILLING INSTRUCTIONS FOR ANNISTON PART SHORTAGES

G.7.1 Under Modification 30 the contractor will be authorized to bill the Government on a 2 and 1 (service) invoice thorough WAWF under SLIN 8000AB, ACRN AE, in the total amount of \$478,820.00 after final vehicle delivery and upon the negotiated settlement of the ANAD part shortage final proposal or upon submission of a Certificate of Conformance (Coc), IAW with FAR 52.246-15, Attachment 10.

G.8 BILLING INSTRUCTIONS FOR ANNISTION PART SHORTAGES

G.8.1 Under Modification 39 the contractor will be authorized to bill the Government on a 2 and 1 (service) invoice through WAWF under SLIN 8000AC, ACRN AE, in the total amount of \$422,800.00 after final vehicle delivery and upon the negotiated settlement of the ANAD part shortage final proposal or upon submission of a Certificate of Conformance (CoC), IAW FAR 52.246-15, attachment 10.

G.9 added by Mod 60

G.9 Billing Instructions for Ammo Door, GPS Cover and NBC Sponson Offline Installation

**G.9.1 The contractor is authorized to invoice the total price under SLIN 1001AN ACRN AE and 1001AP ACRN AG upon completion of the scope described in C.24.1. Support for the invoice is the signed matrix showing the work was completed as described in Section A conditional acceptance modifications 57, 60, 61, 63, 64, 67, 69, 72, 74, 80, and 81 of this contract.

**G.9.2 The contractor is authorized to invoice the total price under 1001AQ ACRN AL and 1001AR ACRN AG upon completion of the scope described in C.24.2 and and upon DCMA verification of successful completion.

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G.10 BILLING INSTRUCTIONS FOR AMMO DOOR RAILS (CLIN 9001AD) (Added by Modification 62)

G.10.1 The contractor is authorized to invoice 50 Sets of Ammo Door Rails (each set includes one each P/N 9376400 and one each P/N 9377493) IAW the delivery schedule in F.3 for SLIN 9001AD at a "Set" price of \$5,783.14/Set.

G.11 BILLING INSTRUCTIONS FOR ANAD Rebuild Component Shortage (Added by Modification 70)

The contractor is authorized to invoice the unit price under SLINs 2001AC, 3001AJ, 4001AK and 5001AC ACRN AG in accordance with the SOW in Section C.26.1 and the vehicle delivery schedule in Section F clause F.1.11. Support for this invoice is a signed vehicle DD250 verifying Government acceptance of vehicle. Early and partial deliveries of ANAD shortage parts are allowed IAW C.26.1.

G.12 BILLING INSTRUCTIONS FOR Ammo Ready and Stow Doors (SLIN 9001AF, 8001AA and 8001AB)

G.12.1 The contractor is authorized to invoice 40 sets of Ammo Ready and Stow Doors (each set included one each PN 93377634 and one each PN 12549901) under SLIN 9001AF in accordance with the schedule identified under SLIN 9001AF at the set price of \$5,182.17 per set.

G.12.2 The Contractor is authorized to invoice a total quantity of 40 Stow Doors (pn 12549901) IAW schedule identified under SLINs 8001AA and 8001AB at the unit price of \$2,778.50.

All Terms and Conditions and contract clauses specific to Section G of the BOA (W56HZV-06-G-0006) are incorporated by reference into this Order W56HZV-06-G-0006/0011.

G.13 Billing instructions for High Hard Hull Crack sn LRV236M. The Contractor is authorized to invoice under SLIN 8001AC ACRN: AK in accordance with the SOW in section C.28 and the vehicle delivery schedule in section F clause F.9. Support of this invoice is a signed vehicle DD250 verifying Government acceptance of the vehicle.

**Updated by Modification 93

*** END OF NARRATIVE G0004 ***

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	M1A1 TO M1A2 SEPV2 WITH CEEP LRUS GFM LIST		002	

ATTACHMENT 001

7-9th YEAR ABRAMS (M1A1) TO SEPv2 with CEEP LRUs VEHICLES AT ANAD UPGRADE GFM LIST**

PART NAME	PN	USG	NSN	DEL SITE	NEW(N) REB(R)***
TURRET STRUCTURE SET *	12549929-1	1	NA	JSMC	R
HULL STRUCTURE SET *	12387286-R	1	NA	JSMC	R
ENGINE, TIGER ****	57K2919	1	2835-01-408-7048	JSMC	R
#DECU, M1A2 (NOTE: Install either J6 or J7)					
#J6 DECU	12324820		5995-01-331-1526		
#J7 DECU	12488555		5998-01-564-2378		
TRANSMISSION	12372000	1	2520-01-207-3527	JSMC	N
ROAD WHEELS	12324548	32	2530-01-201-4816	JSMC	N
TRACK T158LL	12387880-4	2	2530-01-435-5175	JSMC	N
GP PRECLEANER	D5-19-2353	1	4240-01-026-3112	JSMC	N
GP FILTER M1	5-19-2300	2	4240-01-365-0982	JSMC	N
GP HOSE 2 FT.	C5-19-916-1	3	4720-00-829-2760	JSMC	N
GP HOSE 4 FT.	C5-19-916-4	1	4720-00-829-2761	JSMC	N
GP COUPLING HALF	C5-19-1900-1	4	4730-01-138-7152	JSMC	N
GP ORFICE BRACKET	B5-19-1829	4	4240-00-007-9453	JSMC	N
GP BRACKET	B5-19-1831	4	5340-00-595-5208	JSMC	N
NBC HOSE 6	12337671	4	4720-01-187-9619	JSMC	N
NBC FILTER M48	E5-19-7435	2	4240-01-363-1311	JSMC	N
NBC Y CONNECTOR	12337663	4	1015-01-190-8413	JSMC	N
GRENADE STOWAGE BOX	13-12-176	2	2540-01-208-7115	JSMC	N
EQUIPMENT FOLDER	MIL-F-43986	1	7510-01-065-0166	JSMC	N
SGBICU (Block 1)	12991310-1	1			N
SGTRU (Block 1)	12991300-3	1			N
CITV SERVO EU (Block 1)	12987751-1	1			N
CITV SIGHT ASY (Block 1)	12987754	1			N
CITV AZI DRIVE	12918647	1			N
CITV ARMOR CAP	12917555	1	5340-01-359-5706	JSMC	N
CITV ARMOR RING	12917704	1	5340-01-357-8402	JSMC	N
ITT KIT	A3157975	1	5820-01-387-5002	JSMC	N
VIS KIT	A3206105	1	5830-01-395-7448	JSMC	N
SHACKLES (LG)	N/A	4	4030-01-391-2790	JSMC	N
SHACKLES (SM)	N/A	2	4030-01-187-0964	JSMC	N
RIGHT INNER ASSY	12467582	1	NA	JSMC	N
RIGHT OUTER ASSY	12468502	1	NA	JSMC	N
LEFT INNER ASSY	12467587	1	NA	JSMC	N
LEFT OUTER ASSY	12468503	1	NA	JSMC	N
FRONTAL ARMOR	12473334	1	NA	JSMC	N
FRONTAL ARMOR	12473335	1	NA	JSMC	N
CROWS II B-Kit	NA	1	NA	JSMC	N
*BFT BRACKET	12545017	1	NA	JSMC	N
*Note (BFT Bracket added per Mod 53 in accordance with C.23.2)					
GFM for the TIP portion under TUSK:					
- Radio Device Handset	SM-D-889337	1	NA	JSMC	N
- Intercom Set Controller	A3205746	1	NA	JSMC	N
- Extender Cable	A3211149-2	1	NA	JSMC	N
- 29 ft Highway Cable	A3206018-29	1	NA	JSMC	N
- 25 ft Highway Cable	A3206249-25	1	NA	JSMC	N
****GFM Ammo Door					
****Ready Ammo Door	9377634	20	NA	JSMC	N

Note (B-Kit add Mod 34)

* Hull and Turret sets shall be provided to the contractor as follows:
 TBD each year hull and turret sets for CLINs 1001-5001

** Traditional GFM List and expected disposition of new vs reclaim/rebuild. May require rate of new parts for reclaim washouts.

*** Reclaim vs new disposition is dynamic at this point and may change as we get smarter.

**** Note that hang-on parts listed in Excel file Engine Configuration.xls that were formerly CFM for the PROSE engine will be GFM for the TIGER engine. To further clarify the GFM engine configuration, note that ECPs AVCV8603 (AGT1500 Timer Module) and AVCV1842 (AGT1500 Timer Module Wiring Harnesses) have been incorporated into these GFM engines.

Cumulative value of GFM items under \$100,000 per vehicle: \$167,631

Cumulative value of GFM items over \$100,000 per vehicle: \$1,343,525

Note: DAGR units (Part Number AN/PSN-13A) will not be provided to the Contractor as GFM for permanent installation into the vehicles. However, three DAGR units shall be provided as GFE for use by the Contractor as manufacturing aids to verify interface compliance in accordance with DAGR Integration ECP GDLU 9471.

***** Added by modification 93 (Ammo door installation)