AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page 1 Of 22
Firm Fixed Price	

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
P00060	2014FEB06	SEE SCHEDULE	

6. Issued By Code W56HZV

U.S. ARMY CONTRACTING COMMAND
THOMAS C. ZAVELA
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: THOMAS.C.ZAVELA@US.ARMY.MIL

7. Administered By (If other than Item 6) Code S3915A

DCMA PHILADELPHIA
700 ROBBINS AVENUE, BLDG 4-A
P.O. BOX 11427
PHILADELPHIA PA 19111-0427

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

BAE SYSTEMS LAND & ARMAMENTS L.P.
1100 BAIRS RD
YORK, PA 17408-8975

Code 06085 | Facility Code

☐ **9A. Amendment Of Solicitation No.**

9B. Dated (See Item 11)

☒ **10A. Modification Of Contract/Order No.**
W56HZV-09-C-0408

10B. Dated (See Item 13)
2009MAR31

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.

☐ **A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.**

☐ **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).**

☒ **C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:** 52.243 Changes - Firm Fixed Price

☐ **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	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By /SIGNED/ (Signature of Contracting Officer)	2014FEB06

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: THOMAS C. ZAVELA
Buyer Office Symbol/Telephone Number: CCTA-AHP-A/(586)282-4870
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: Recovery Vehicle, M51/M74/M88
Contract Expiration Date: 2014SEP30

*** End of Narrative A0000 ***

CONTRACT: W56HZV-09-0408
MODIFICATION: P00060
Prepared by: TZ

Previous Contract Amount: $456,131,692.68
Amt of this Modification: $ 997,975.00
Total Contract Amount: $457,129,667.68

1. The purpose of this bilateral modification P00060 to contract W56HZV-09-C-0408 is to:

a. Incorporate ninety-five (95) Cold Start Kits, Less Voltage Regulators (P/N 12544080 - ECP GSD V9834R2) for USMC M88A2 HERCULES vehicles for $997,975 which includes the cost of acquiring the materials, packaging, and providing technical support and management during kit production. This kitting effort will be performed at BAE System's York Facility.

Contract Changes for the Cold Start Kits are as follows:
- Added CLINs 0039AA, 0039AB
- Added SOW Section C.53
- Added Delivery Schedule Section F.15

2. As a result of this Modification P00060 the total amount against W56HZV-09-C-0408 is increase by $997,750.00 from $456,131,692.68 to $457,129,667.68.

3. All other contract terms and conditions remain in full force and effect.

*** END OF NARRATIVE A0064 ***

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0039	COLD START KITS (LESS VOLTAG) NSN: 9999-99-999-9999				
0039AA	PRODUCTION QUANTITY COMMODITY NAME: COLD START KITS (LESS VOLTAG) CLIN CONTRACT TYPE: Firm Fixed Price PRON: T126C340JM PRON AMD: 01 ACRN: AP PSC: 9999 CUSTOMER ORDER NO: M9545012MP22499 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3239D075 CK0TR3 J 3 DEL REL CD QUANTITY DEL DATE 001 23 31-OCT-2014 FOB POINT: Origin SHIP TO: (CK0TR3) XR BAE SYSTEMS LAND & ARMAMENTS, L. 1100 BAIRS RD YORK,PA,17408-8975	23	KT	$ 10,505.00000	$ 241,615.00
0039AB	PRODUCTION QUANTITY COMMODITY NAME: COLD START KITS (LESS VOLTAG) CLIN CONTRACT TYPE: Firm Fixed Price PRON: T136C345JM PRON AMD: 01 ACRN: BA PSC: 9999 CUSTOMER ORDER NO: M9545013MP32833 Packaging and Marking	72	KT	$ 10,505.00000	$ 756,360.00

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3239D076 CK0TR3 J 3 DEL REL CD QUANTITY DEL DATE 001 12 31-OCT-2014 002 30 30-NOV-2014 003 30 31-DEC-2014 FOB POINT: Origin SHIP TO: (CK0TR3) XR BAE SYSTEMS LAND & ARMAMENTS, L. 1100 BAIRS RD YORK,PA,17408-8975				

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
US Army Scope of Work

Paragraph C.1 through C.23.1 described the effort required for the US Army Configuration of vehicles. Associated CLINs are: 0015AA, 0015AD, 0016AA, and 0016AB.

All US Army & USMC vehicles and DWFK shall be painted Tan.

C.1 The Contractor shall within the schedules and constraints of this Production contract provide supplies and services necessary to accomplish the design revisions, design documentation, production, and support as described below for the Heavy Recovery Vehicle Full Tracked: M88A2 HERCULES Program. The Contractor shall modify M88A1 systems in accordance with the HERCULES Purchase Description (PD), ATPD 2150, Rev J, Attachment 1 to this contract and the approved deviations at Attachment 006. M88A1 chassis and other components specified in Attachment 6 (Government Furnished Material) will be supplied as GFM. Upon receipt, the Contractor shall convert this GFM and any other required material into the HERCULES as described in the PD and the latest configuration of HERCULES Technical Data Package (TDP) previously maintained in contract DAAE07-01-C-N030, plus all Class I Engineering Change Proposals (ECPs) approved as of 30 Nov 00. If there are any discrepancies between the PD and the TDP, the PD shall have precedence. The Contractor shall deliver vehicles in the quantity and for the price set forth in Section B on the contract. Vehicle delivery shall be in accordance with the schedule in Section F of the Contract.

C.1.1.1 The Contractor shall implement the Cold Start ECP which shall document changes to the vehicles as a result of the cold start issue. The ECP will be developed under the ESIP process (C.1.4), at no additional cost to the Government. ATC test results of March 2012 is acceptable evidence of conformance to the -25 degree Farenheit cold start requirement in PD ATPD 2150.

C.1.1.1.1 The Contractor shall inspect all vehicles in the serial number range H0436 - H0567. If the Elbow and Support (PN 12364438) nonconformance (as described in Modification 27, Section A, Paragraph 2) is detected in the any of the vehicles in this serial number range, the contractor shall implement the corrective action plan specified in RFW 0408-W-004R2. The contractor shall implement the corrective action at the vehicle's current location. The contractor shall complete the corrective action on these vehicles no later than 28 February 2014. This corrective action shall be executed at the contractor's expense with no additional cost to any Government contract.

C.1.1.1.1.1 The Contractor shall complete the Vision Block P/Ns 12357798-1 and 12357798-2 First Article Test (FAT) by 28 February 2013 and provide a final FAT report by mid-March 2013 amd replace the Vision Blocks which do not pass a FAT, at no additional cost to the Government. The Contractor shall implement the corrective action at the vehicle's current location.

C.1.1.1.1.2 The Contractor shall inspect all vehicles in the serial number range H0652-H0679. If the Long Stayline (P/N 12364562) or the Short Stayline (P/N 12364563) do not meet the drawing specification, the Contractor shall implement the corrective action at the vehicle's current location. The Contractor shall complete the Corrective Action Plan dated 06 November 2012 on the vehicles no later than 30 April 2013. This corrective action shall be executed at the contractor's expense with no additional cost to any Government contract.

All Army vehicles, shall be delivered painted TAN (CARC 686A, 33446) unless otherwise noted. USMC vehicles shall be delivered painted TAN (CARC 686A, 33446) or STANDARD 3 color camouflage pattern using drawing 13228E1650 as a reference only.

US Army vehicles shall additionally be delivered with the following:

a. Basic Issue Items (BII), Components Of End Items (COEI) and On Board Spares (OBS).

C.1.1 Data Requirements: Data shall be delivered in accordance with the DD1423 CDRLs and associated tailored DIDS as set forth in Exhibit A.

C.1.1.2 Agendas/Minutes: The Contractor shall prepare and furnish the agenda and minutes of all periodic meetings between the Contractor and Government personnel in accordance with CDRLs A001 and A002.

C.1.2 Product Management:

C.1.2.1. Product Coordination And Administration: The Contractor shall manage and control the resources necessary to ensure timely achievement of all the requirements of this contract in the most economical manner. During the contract, close coordination and liaison shall be maintained with the Government.

C.1.2.2 Review And Access: The Contracting Officer or duly authorized representatives shall have the right to review, both in-process and upon completion, all project efforts and documentation including fabrication, assembly, test, calibration, inspection and Integrated Logistic Support (ILS) associated with this contract and review all pertinent Contractor records and data including those associated with cost and schedules for this purpose of permitting Government surveillance.

C.1.2.3 Security Guidelines: The security classification guidelines for this contract are contained at Attachment 2, Security

Classification Guide dated 19 June 2007.

C.1.3 Quarterly Program Reviews: The Contractor shall provide Periodic Program Reviews at the Contractor's facilities.

C.1.4 Engineering Support In Production (ESIP): The Contractor shall perform engineering support in production (ESIP) activities required in support of the vehicle build and delivery. These activities include technical support to Manufacturing and Operations, program management, conduct of program meetings, resolution of vendor problems or engineering/manufacturing effort to maintain and/or update technical data such as drawings for producibility changes, program management or contractor generated Engineering Change Proposals. The Contractor shall maintain and update the M88A2 TDP. The Contractor shall continue to maintain and update the M88A1 common TDP, if requested by the APM.

C.1.5 Electronic Delivery Of Data: Unless specifically prohibited by the CDRL, electronic delivery of data is the required method of delivery.

C.2 Tailoring of MIL-PRF-2104G: The Government recognizes that there is an typographical error in Government performance specification MIL-PRF-2104G cited in the Purchase Description (Attachment 1). Page 17, Table III Expected Temperatures of the performance specification. Corrections to the performance specification Table III, page 17 are hereby incorporated into this contract as follows: (a) --25 degrees Fahrenheit should read 15 degree Fahrenheit and (b) 15 degree Celsius should read 25 degrees Celsius.C.3.

C.3 Configuration Management:

C.3.1 The Contractor shall maintain their Configuration Management Program.

C.4 Quality Program Requirements:

C.4.1 The Contractor shall implement a quality system that satisfies the program objectives and is modeled on ANSI/ASQ 9001 or an equivalent quality system. The Contractors quality program must be sufficient to insure the vehicle meets performance requirements. All vehicles shall be subjected to inspections and tests in accordance with the Government approved Final Inspection Record (FIR). Contractor quality metrics shall be available for review by Government personnel and/or briefed at the Quarterly Program Reviews upon request by the PMO.

C.4.2 If Certificates of Conformance and Certified Test Reports (including test data) are required, these data shall be available for review upon request by the Government at the Contractors or subcontractors facility.

C.4.3 Producibility: Detail dimensional requirements of parts or subassemblies, which are inseparable from major assemblies, may be considered as reference only. These dimensions may be treated as reference only provided that they have no effect on form, fit or function of the assembly or interchangeability of separate parts or subassemblies. This clause does not permit exception to any approved welding procedures.

C.4.4 End Item Verification:

C.4.4.1 During the fabrication of updated, converted or refurbished end item, end item components, verification will be performed by Government representatives to evaluate conformance of materials, components and workmanship to Contractual requirements. Verification shall take place at the Contractor's or subcontractor's facilities to verify the performance of the item. The Contractor shall make available to the Government, upon request, verification records, material certifications, material review board action items and purchase orders for material and components. The engine and transmission verifications shall be performed at the suppliers facility to their current verification standards prior to shipment of the updated, converted or refurbished components.

C.4.4.2 All end item examinations and tests that are required to be performed by the Contractor shall be subject to surveillance by Government inspection representatives on a non interference basis.

C.4.5 Final Inspection Record (FIR):

C.4.5.1 The Contractor shall prepare and maintain an end item Final Inspection Record in accordance with CDRL A003. The Contractor shall prepare the FIR in contractor format.

C.4.5.2 The Contractor shall perform Final Vehicle Acceptance verification in accordance with the contractually defined FIR. The Contractor may apply the FIR in contractor format to facilitate an effective flow of documentation and material. The Contractor modifications are to be reviewed with the local Government Representative prior to implementation.

C.4.6 Phoscoat Coating Procedures: The Contractor has approval authority for phoscoat procedures and shall use qualified phoscoat application suppliers.

C.5 Critical Safety Item (CSI) Program:

C.5.1 The Contractor shall update the master list of critical safety items (CSI) and associated critical information including nomenclature and part number. The master list of CSIs shall be updated, as required, with part number changes throughout the life of the Contract (CDRL A004). The following definitions apply:

C.5.1.1 Critical Safety Characteristic: A specific characteristic of an item or assembly, which if not conforming to the specified requirements, will result in a probable occurrence of a life threatening condition for personnel engaged in maintenance or use of the system for its intended purpose during normal non_combat operations.

C.5.1.2 Critical Safety Item (CSI): A discrete provisioned part of the Contract Item with one or more critical safety characteristics.

C.5.1.3 Critical Safety Assembly: An assembly of multiple parts (not necessarily critical safety items) with one or more critical safety characteristics within the complete assembly. Critical Safety Items in an assembly not affected by the assembly process do not in themselves create a Critical Safety Assembly.

C.5.1.4 Characteristic: A dimensional, visual, functional, mechanical or material feature of property which describes the design of an item, and which can be measured, observed, or identified using non_destructive methods to determine conformance to design requirements.

C.5.2 Identification of CSIs shall be based, wherever possible, on the following data sources:

a. Sound engineering analysis and judgment
b. Safety assessment/safety hazard analysis (MIL_STD_882)
c. Development testing/operational testing results
d. Reliability, Availability and Maintainability engineering assessments
e. Component qualification test results
f. Logistics Support Analysis data; where applicable
g. Previous experience using like items or designs

C.5.3 Validation of CSI Requirements: The requirements pertaining to CSIs shall be validated. The parts and materials shall operate well below fatigue limits/stress levels, and the design shall allow for assessment by inspection and nondestructive inspection equipment. Validation shall be based on engineering analysis of the critical safety item characteristics and should consider changes due to deterioration through time or use, fatigue, life, and operating conditions.

C.5.4 Components having a requirement for nuclear hardening shall be included as part of the CSI program and shall be incorporated in the CSI list. The nuclear hardening requirement shall be highlighted as a critical safety characteristic in the TDP.

C.6 Hazardous Material Management Program:

C.6.1 The Contractor shall continue to plan, develop, implement, monitor, and maintain an effective Hazardous Materials Management Program (HMMP) in accordance with CDRL A005 for the HERCULES unique components and all manufacturing processes. The purpose of the HMMP is to eliminate or reduce (where elimination is not feasible) hazardous and environmentally unacceptable materials throughout the life cycle so that the Government incurs the lowest possible cost required to ensure protection of human health and the environment. The focus of effort under this contract is on the production phase of the program.

C.6.2 HMMP. The Contractor shall update as required the HMMP plan delivered under Contract DAAE07-94-C-0429 in accordance with CDRL A005. The updates shall be submitted in Contractor format and shall include the following:

a. An identification and description of their HMMP organization using charts to show the organizational and functional relationships and the lines of communication. The identification shall include all organizational elements responsible for executing significant aspects of the HMMP.

b. A comprehensive description of the program methods and procedures to be used to accomplished the HMMP for the HERCULES, including:

(1) The methods and procedures to be used to identify and track all hazardous and environmentally unacceptable materials and wastes for the HRV- HERCULES.

(2) The methods and procedures (including criteria) to be used to prioritize identified hazardous and environmentally unacceptable materials and wastes for the HERCULES. Those methods and procedure s shall be used to identify materials and wastes which have the most adverse cost, schedule, or risk impact on the program.

(3) The procedures to be used to integrate and coordinate all HMMP efforts including dissemination of the requirements and requests for information to all first and second tier subcontractors.

C.6.3 The Contractor shall provide a briefing on the HMMP as required at the Program Reviews.

C.7 System Safety:

C.7.1 System Safety Program: The Contractor shall maintain a system safety organization and the authority through all levels of management for accomplishing safety tasks. Interfaces shall be established between system safety and other functional elements of the program. The Contractor shall ensure that qualified system safety people and adequate resources are available through delivery of the last vehicle. The Safety Assessment Report (CDRL A006) and Health Hazard Assessment Report (CDRL A007) approved under Contract DAAE07-01-C-N030 shall be updated as required for changes during the contract period of performance.

C.7.2 System Safety Working Group Support: The Contractor shall participate as an advisory member of the HERCULES System Safety Working Group (SSWG), when requested by the Government, and perform activities to include the following:

a. Presentation of the Contractor safety program status and management, including the results of design operations, risk assessments and organizational changes to the safety program implementation.

b. Presentation of updates to the Hazard Tracking System.

c. Participation in investigations and presentations of analyses of mishaps, and hazardous malfunctions, to include recommendations and actions taken to prevent future occurrences.

d. Responding to action items by the SSWG.

C.8 Class I Ozone Depleting Substances (CIODS): In accordance with Section 326 of Public Law 102-484, the Department of Defense cannot award a contract which directly or indirectly requires the use of Class I Ozone Depleting Substances (CIODS). In the performance of this contract, if the Contractor identifies any specifications and standards which require the use of CIODS, the Contractor is to immediately provide written notification to the Procuring Contracting Officer. The written notification shall identify a substitute substance or provide a waiver. In the event the Government requires that a substitute substance is to be used as a result of the effort set forth in this paragraph, the contract shall be subject to an equitable adjustment in accordance with the Changes provision of this contract.

C.9 Extended Service Life:

C.9.1 Ferrous metal parts shall be protected to reduce Operational and Support costs and extend the service life by utilization of state_of_the_art corrosion protection.

C.9.2 All sheet metal components of the Deep Water Fording Kit HERCULES unique sheet metal components external to the crew compartment shall be corrosion protected to the equivalent of 3.0 mil of zinc plating. Acceptable equivalent is 1 .5 mil galvanize, if same surface receives zinc phosphate pretreatment and E_coat primer. Examples of exceptions are components which are:

a. Corrosion _ resistant stainless steel.
b. Parts adversely affected in required form, fit, or function by zinc coating (e.g., threaded fasteners or components operating at temperature over 400 degree F).
c. Filter elements.
d. Sheet metal that is 6 Gage or thicker.
e. Purchased assemblies such as engines, for which galvanizing is not an available option.
f. Parts covered by ECP GSD-U-4127, which will eliminate galvanizing notes from selected components.

C.9.3 Components exempted under Paragraph C.9.2 shall be protected against corrosion in accordance with best commercial practices. Requests for component exemption under paragraph C.9.2 shall be presented to the Government.

C.9.4 The corrosion control shall be compatible with Nuclear, Biological and Chemical (NBC) decontamination procedures.

C.9.5 No action beyond normal washing, periodic inspection, repair of accidentally damaged areas shall be necessary to keep the corrosion protection in effect. Damaged areas are defined to mean any fault that is not a result of a deficiency in design, material, manufacturing or normal wear.

C.10 Government Material:

C.10.1 The Contractor shall submit a monthly report, discussing the items and quantities received and used, in a format mutually acceptable to the Contractor and PMO and delivered in accordance with CDRL A008.

C.10.2 Report of Shipping and Packaging Discrepancy: The Contractor shall report to the Government as required where freight contents do not agree with the requested material on the shipping invoice. (CDRL A009)

C.10.3 Property Tracking System: The Government will accept the Contractor's property tracking system as the means to track the

accountability, usage and disposition of the GFM parts as listed in Attachment 4. After acceptance of the GFM components, the Contractor accepts responsibility in accordance with FAR 52.245-2 Alternate I. Any defective GFM will be reported to the ACO and shall be the Government's responsibility to replace. Reports in accordance with C.10.1 through C.10.2 are still required.

C.10.4 NonConforming Report (NCR) - Government Furnished Property: Upon discovery of defective GFP, the Contractor shall submit his internal documentation (NCR) to the DCMA Quality Representative. The Contractors NCR shall contain sufficient information for the DCMA Quality Representative to generate the Product Quality Deficiency Report (PQDR) for submission to TACOM.

C.10.5 Authorized Use of Government Furnished Material (GFM) / Government Furnished Property (GFP)

C.10.5.1 Components and Test Equipment: The Contractor is authorized to utilize Government Furnished Material/Property provided under this contract for any task purposes which will benefit the HERCULES program. However, GFM assets intended for the production build shall not be redirected or loaned to STS activities without written concurrence from the COTR. Authorized use will include the shipment of GFM/GFP to other appropriate locations, with the required shipping documentation. Use of GFM/GFP provided under this clause will be on a non-interference basis, and will be at no additional cost to the Government.

C.10.5.2 Vehicles: In furtherance of the PEO-GCS and PM-HBCT mission, upon receipt of PCO letter, or STS Work Directive, the Contractor is authorized to ship, set up and display vehicles or other equipment from the HERCULES FOV at various displays, demonstrations, shows, conventions, symposia, conferences, or public events. Use of vehicles or equipment shall not impact the timely fielding of any vehicles or equipment. The Contractor shall also provide any technical personnel required to support these displays. Use of any HERCULES vehicles under this clause will be on a non-interference basis, and will be at no additional cost to the Government. Vehicle usage may occur at other locations as well as BAE. The Contractor will not use HERCULES vehicles for demonstrations or shows that are strictly for marketing purposes without prior approval from the ACO or PCO.

C.10.5.3 GFM used under this clause will be under the control of the contractor at all times. The Contractor will be responsible for the asset while it is in their possession, will perform any required maintenance, and will return the asset to the Government in as good a condition as when received. The Government shall not be liable or responsible for damage to the property of the Government or to the property of others, including the Contractor, or for personal injuries to contractor personnel or to any other persons arising from or incident to the use of the asset.

C.10.6 Tracking/Scrapping Of Government Furnished Material: Parts removed from GFM items of Attachment 4 for the Army vehicles and items a through g of Attachment 4 for the USMC vehicles , which are determined to be scrap do not have to be segregated from other contractor scrap and do not have to be tracked by the Government system. The Contractor will be responsible for supplying complete assemblies of the end items. Any part lost or damaged during remanufacture shall be repaired or replaced by the Contractor.

C.10.7 Removal and Replacement of Defective Government Material: The ACO will act as final authority on the disposition and costs incurred by the Contractor for rework and/or repair of Defective Government Material (DGM). The contractor shall submit a cost proposal with supporting documents to the ACO. Costs agreed to by the ACO will be recovered under the DGM CLINs of the contract.

C.10.8 Delivery of Government Furnished Hulls: The Government and BAE will coordinate shipment of hulls from ANAD to minimize storage requirements prior to induction into production.

C.11 Hull Serial Numbers: Vehicle hulls shall be serialized sequentially beginning with the number H0568. The end item, vehicle identification plate shall also use the same sequential serial number. The "0" in the serial numbers are zeros.

C.12 Vehicle Registration Numbers: The following vehicle registration numbers are assigned to vehicles delivered for the U.S. Government. Registration numbers will not be assigned to the FMS vehicles. The numbers are to be assigned sequentially as the vehicles are produced. The digits "0" and "1" in the registration numbers are the numbers "zero" and "one". The letters O and I are not to be used in the registration numbers. Listed below are the vehicle registration numbers to be assigned to vehicles produced under the following:

Clin 0001AA

JT03KP	JT03KQ	JT03KR	JT03KS	JT03KT
JT03KU	JT03KV	JT03KW	JT03KX	JT03KY
JT03KZ	JT03L0	JT03L1	JT03L2	JT03L3
JT03L4	JT03L5	JT03L6	JT03L7	JT03L8
JT03L9	JT03LA	JT03LB	JT03LC	JT03LD
JT03LE	JT03LF	JT03LG	JT03LH	JT03LJ
JT03LK	JT03LL	JT03LM	JT03LN	JT03LP
JT03LQ	JT03LR	JT03LS	JT03LT	

Clin 0003AA

JT03LU				
JT03LV	JT03LW	JT03LX	JT03LY	JT03LZ
JT03M0	JT03M1	JT03M2	JT03M3	JT03M4

JT03M5	JT03M6	JT03M7	JT03M8	JT03M9
JT03MA	JT03MB	JT03MC	JT03MD	JT03ME
JT03MF	JT03MG	JT03MH	JT03MJ	JT03MK
JT03ML	JT03MM	JT03MN	JT03MP	JT03MQ
JT03MR	JT03MS	JT03MT	JT03MU	JT03MV
JT03MW	JT03MX	JT03MY	JT03MZ	JT03N0
JT03N1	JT03N2			

C.13 DODAAC: The DODAAC associated with this contract is CK0TR3.

C.14 Acquisition Of Manufacturer's Part Number; Components:

C.14.1 One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract items, except as provided in the clause entitled NOTICE REGARDING SOURCE_CONTROLLED" COMPONENTS. It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

C.14.2 In event that an M88A1 source_controlled part is no longer available, the Contractor shall be responsible for locating a replacement source/item, testing and qualifying the item, and preparing and submitting an ECP to the Government. The cost of this effort shall be equitably adjusted. The Contractor shall notify the PCO before proceeding with any effort.

C.15 MANPRINT/TRAINING:

C.15.1 MANPRINT: The Contractor shall continue to address any new MANPRINT issues/concerns resulting from all Government testing and any design changes. The issues/concerns shall be addressed by the Contractor at periodic Program Reviews.

C.16 Reliability/Maintainability (R/M) Program:

C.16.1 The Contractor shall maintain a R/M Program to assure required vehicle Reliability and Maintainability performance is being monitored, evaluated and achieved throughout the engineering and manufacturing development, production, and fielding of the vehicle's life cycle. The following guidelines apply to each R/M task:

C.16.1.1 Mission profile parameters and operational constraints are specified in the purchase description and ILS sections of this contract.

C.16.1.2 Tasks that provide information to the LSA Record (LSAR) will be coordinated with Contractor ILS personnel to assure that formal and detailed results are useable in the LSAR.

C.16.2 Reliability Program: A Reliability Program shall be maintained. This program shall include, but not be limited to, the following tasks:

a. Monitor/Control of Subcontractors and Suppliers.
b. Program Review.
c. Reliability Allocations.
d. Reliability Critical Items.

C.16.3 Maintainability Program: A Maintainability Program shall be maintained. This program shall include, but not be limited to, Monitor/Control of Subcontractors and Vendors and Program Reviews.

C.16.4 Specific details applicable to each of the above tasks are provided in the individual statements of work for each task.

C.16.5 Monitor/Control of Subcontractors and Suppliers: The Contractor shall establish procedures and controls, which shall insure that products obtained from suppliers will meet R/M requirements. In addition, the Contractor shall provide the Government with reasonable notice of any special Reliability/Maintainability review meetings scheduled with subcontractors so that Government representatives can attend at their discretion.

C.16.6 Reliability/Maintainability (R/M) Program Review: The Contractor shall plan, schedule and conduct formal R/M Program Reviews of program status during overall system design and program reviews required elsewhere in this Contract. The Contractor shall provide the Government a thirty (30) day advance notice of all Contractor reviews.

C.16.7 Reliability Allocation: The Contractor shall perform a reliability allocation to at least the major sub_system (i.e., engine, transmission, electrical, etc.), fourth indenture level, or below, of the Contract Work Breakdown Structure, as required, and shall address both basic and mission reliability.

C.16.8 Reliability Critical Items: The Contractor shall identify and control reliability critical items . This task shall be coordinated with logistic support activities to insure that requirements and results are compatible and used in the LSAR.

C.17 Integrated Logistic Support (ILS) Management

C.17.1 ILS Program Requirements: The Contractor shall continue to manage and execute the ILS program.

C.17.2 ILS Organization: The Contractor shall maintain an ILS organization to manage and execute the ILS program. The ILS organization shall be at a management level commensurate with other contractually required design influencing elements. The Contractor ILS organizational personnel shall be assigned as element managers with responsibility for one or more logistic support elements required to be developed. Element managers shall identify and accomplish all actions necessary to insure that the logistic support elements are developed so as to be compatible and consistent with one another and with all other contract requirements.

C.17.2.1 ILS Management Team (ILSMT): The joint Government/Contractor ILSMT shall be continued to monitor the status of the ILS program implementation. The ILSMT shall provide a means for coordination, monitoring schedules and Contract performance, insuring Government and Contractor compliance with established regulatory guidance and contractual requirements.

C.17.2.2 The Contractor shall participate in and provide administrative support for joint ILSMT meetings. Administrative support provided by the Contractor shall include but not be limited to facilities, office equipment, prototype models, mockups and technical data. The Contractor shall insure participation of subcontractor personnel when necessary. The Contractor shall identify and document items that require action(s) at joint ILSMT meetings. These action items shall be submitted as agenda items. The Contractor shall attend, actively participate in, and take minutes of the joint ILSMT meetings proceedings. The Contractor shall be assigned open agenda items for resolution. The Contractor shall prepare a listing of open action items which identifies the organizational entity, assigns responsibility for resolution, and target date for completion of each action item.

C.17.2.3 Subcontractor/Vendor Control: The Contractor shall maintain control of subcontractor/vendor ILS accomplishments.

C.18 Logistic Support Analysis (LSA): The Contractor shall update as required the HERCULES LSA/LSAR.

C.19 Maintenance Requirements: All design, modification and engineering change activity performed under other sections of this Contract shall require maintenance analysis. When directed, maintenance analysis shall be performed in response to Government furnished Test Incident Reports (TIRs), DA Form 2028, Product Quality Deficiency Report (PQDR) (SF368), Field Representative Reports, or other deficiency reports. In performance of maintenance analysis, the Contractor shall:

a. As applicable, disassemble and reassemble the item under analysis to the extent required for effective review of the design for training, or maintenance facilities.

b. Provide sequential narrative instructions or procedures (maintenance source data) for the application, installation, or maintainability.

c. As a result of the maintenance analysis, recommend revisions in repair parts and special tool requirements, technical manuals, service of the Contract Item, kits, tools or equipment as required. This service will be required as supersession and release actions affect item maintenance.

d. Use maintainability Design Criteria information in MIL-HDBK-470 for guidance in making design decisions.

C.20 Quality Engineering:

C.20.1 The Contractor shall conduct a technical review of each product engineering change action taken as a result of any Test Incident Report (TIR) made necessary as a result of Government testing under this Contract and incorporate all such necessary changes into the TDP.

C.20.2 Section IV of Specification: The Contractor shall prepare Section IV draft and final copies of new specifications and update existing specifications pertaining to the Contract Item. (Reference MIL-STD-961D(1).)

C.21 Contingency Operations:

C.21.1 The Contractor shall support government led IPTs and attend meetings focused on reduced response time to requests for spare parts/components/assemblies and/or support services related to OCONUS Army and USMC deployments for wartime and post-war reconstruction operations. The Contractor shall participate in activities to identify alternative strategies, return vehicles to FMC status, develop plans to support go to war or deployment activities, surge planning, identifying and ensuring component vehicle availability and/or

repair, vendor participation in deployment activities, OCONUS FSR support strategies, and CONUS support to the OCONUS FSR activities. Customers include US Army and USMC units, TACOM (PMO and CBU) and DLA. Contingency operations shall be a joint effort between the USG, BAE, and the HERCULES supplier base.

C.21.2 Upon notification by the PCO, the Contractor shall divert production/contractor owned /PM owned assets to provide critical contingency operations part support. In the event assets are diverted, and upon concurrence by the PCO that the diverted assets should be backfilled, the Contractor shall reprocure the part(s) in order to backfill production, or PM owned stock.

C.21.3 The Contractor shall at the request of the Government provide critical M88A2 parts which are not available through the inventory or diversion of assets at BAE.

C.21.4 The Contractor shall establish a tracking system to ensure that the diverted or surged assets are identified, the impacts captured, actions taken are documented and parts replacement/backfill are ordered. A copy of the report from that tracking system will be provided to the IPT members upon request.

C.21.5 The Contractor shall package and ship vehicles or parts as directed by the PCO. The Contractor shall provide the expedited shipment, coordinating the mode of transportation and point of embarkation with the APM. Transportation costs to accomplish the shipment would be chargeable to the applicable work directive.

C.21.6 If contingency operations delay vehicle fieldings, vehicles will be stored at BAE for an unknown period of time. The Contractor shall perform cyclic maintenance on stored vehicles as specified in the M88A2 HERCULES Final Inspection Record (FIR), Appendix A, M88A2 HERCULES Storage and Maintenance Plan. Costs to accomplish this effort would be chargeable to the applicable work directive.

C.21.7 In the event that contingency operations cause a disruption or break in vehicle production deliveries, the Contractor shall submit a proposal for equitable adjustment of the unit price of the undelivered production vehicles.

C.22 Use/Access to Government Supply System:

C.22.1 Access to the DoD Supply System, for placing/cancelling requisitions and for checking status of the same, is permitted through the Army Electronic Product Support (AEPS), the Unit Level Logistics System (ULLS), or the DoD E-Mall website, as determined by the Contractor. In the event these systems are unable to meet the contractors needs, the Contractor may order through the ILSC (the Management Control Activity (MCA)) office or the Item Manager. Upon receipt of a Contractors requisition, the TACOM ILSC will process a valid requisition within five business days after receipt of Contractors payment for a TACOM-managed item. If the valid requisition is not processed by the ILSC within five business days, the Contractor has the right to cancel outstanding orders and place an order through the Contractors internal system.

C.22.2 The Contractor may utilize the Government supply system to requisition the following parts to support the programs overall schedule, cost, and quality requirement:

TBD

C.22.3 Payments remitted by BAE for parts orders will be processed by the TACOM AWCF Directorate, either through (i) MIPR provided by the contracted depot, (ii) hard copy checks forwarded through the PCD, or (iii) through Electronic Funds Transfers (EFPT), in the event that an account is set up specifically for orders under this Contract. The Contractor shall submit acknowledgement of receipt of material received, via e-mail message, to the supporting MCA office (TACOMMCA@us.army.mil). The notification shall include the following information: NSN, unit of issue, quantity received, document number received, data material received.

C.23 Automatic Fire Extinguishing System

C.23.1 The Contractor shall be responsible for the acquisition and installation of Automatic Fire Extinguishing Systems into the FY08 and FY09 HERCULES vehicles as defined by ECP GSD V5750.

C.24 USMC Vehicles Scope of Work

Paragraph C.24.1 through C.24.3 describes the effort required for the USMC Configuration vehicles. Associated CLINs are as follows: 0014AA, 0014AB, 0014AD, and 0018AA.

C.24.1 Unless the contractor requests and the Government agrees to configuration changes or retrofit based on approved ECPs at a later date, the USMC Fiscal Year (FY) 2011 vehicles described in CLIN 0014AA, 0014AB, 0014AD, & 0018AA in Section B of this contract shall be built to the Government approved final production release drawing package as modified by: (a) all approved fixes/design changes resulting from PVT/IOTE test deficiencies; (b) all implemented ECPs as of the date of award of the contract modification for the USMC FY11 production; and (c) incorporation of Engineering Change Proposals (ECPs) approved by the Government during the twelve (12) months following award of contract modification resulting from Request for Proposal (RFP) 23 December 2010. Revision F to the Purchase Description ATPD 2150 applies. The price of the FY11 vehicles shall include Engineering Support in Production (ESIP).

C.24.2 USMC FY11 vehicles shall be delivered with the following:

a. *.An adapter kit in accordance with paragraph 3.3.1.1 of the PD to permit the M239 grenade launcher to be mounted on the vehicles.

b. An NBC defensive protection system in accordance with paragraph 3.3.1.3 of the PD.

c. Provisions for safe and proper stowage of the M100 decontamination apparatus in accordance with paragraph 3.3.1.3.1 of the PD.

d. Mounting brackets on the side and rear to accommodate the new U.S. tow bar.

e. Laser protected vision blocks P/Ns 12357798-1 and 12357798-2and periscope P/N 12357918.

f. Interface hardware and bilge pump for the deep water fording kit P/N 12477546, (ECP GSD-U3220) with the deep water fording kit P/N 12477548, (ECP GSD-U3220) over packed.

g. All vehicles will be equipped with the BII/SL3 listed at attachment 0007. All vehicles will be painted SAND color (CARC 686A, 33446)..

h. USMC vehicle registration numbers will be provided at a later date.

i. GFM in support of production is listed at attachment 0008.

j. All vehicles will be configured in accordance with the current revision to the Technical Data Package (12364500-1). Any recent ECPs that are schedule for approval during the negotiation process will be clarified during the aphla negotiation kick-off meeting. US Army stand alone ECPs will not be included.

C.24.3 All US Army & USMC vehicles and DWFK shall be painted Tan.

C.24.4 The Contractor shall install of the Automatic Fire Extinguishing Systems (AFES) as defined by ECP GSDV5750 into the FY11 HERCULES vehicles for the USMC under SLINs 0014AA, 0014AB & 0014AD.

FINAL DRIVE SEALS FOR FY07, FY08, FY09 VEHICLES & SPARES

C.25 (added by Mod 16)

C.25 The Contractor shall install Final Drive Seals which includes:
(1 left seal) and (1 right seal) each in all quantities of FY07, FY08, and FY09 M88A2 Vehicles and Spares delivered under this contract.

C.26 (added by Mod 18)

C.26 USMC Blue Force Tracker (BFT) System
C.26.1 The Contractor shall provide sixty-seven (67) complete, packaged vehicle upgrade Kits for the USMC configuration of the Blue Force Tracker (BFT) system, Part Number 12510511 for the M88A2 HERCULES.
C.26.2 The BFT Kit, Part Number 12510511 shall include the Government Furnished Material (GFM) listed at Attachment 0009.

C.27 (added by Mod 19)
C.27 M88A1 & M88A2 Operational Modification Kits
C.27.1 The Contractor shall provide fifteen (15) each M88A1 and fourteen (14) each M88A2 Operational Modification Kits listed below for the M88 FOV:

M88A1

Crew Distribution Panel	06085-RVX15156
AFES	19207-12537079
Blue Force Tracker	19207-12510833
Crew V3	19207-12510800
FBCB2/BFT Blocks	19207-57K6867
Enhanced Diagnostics	19207-12539545

M88A2

AFES	19207-12510324
Crew Distribution Panel	06085-RVX15080
Blue Force Tracker	19207-12510833
Crew V3	19207-12510800
FBCB2/BFT Blocks	19207-57K6867
Removal of Smoke Generator	19207-12510546

C.27.2 The Contractor shall also provide (01) each of the following kit for the M88 FOV:
AFES Test Kit 19207-12510436

C.28 (added by Mod 20)

C.28 Stowage Enhancement and LED Light Op Modification Kits

C.28.1 Stowage Enhancement Operational Modification Kits

The Contractor shall provide fifteen (15) each M88A1 Stowage Enhancement Operational Modification Kits, Number 19207-12552228 and fourteen (14) each M88A2 Stowage Enhancement Operational Modification Kits, Number 19207-12543889 for the M88 FOV.

These kits shall be delivered in accordance with the following Group C and D changes.

The following items will NOT be included with the M88A1 Stowage OpMod Kit 12552228 CLIN 0026AA.
(These items will be delivered under separate combined Group C & D contract award).

Item	Description	"Group C" Qty/Kit	"Group D" Qty/Kit
12539607	Bracket Assy, Tow Bar, Rear		2
12552204	Bracket Assy, Tow Bar, Side		2
8690463	Strap		2
8690466	Strap		1
12552251	Tow bar spacer plate		2
MS24672-34	Tow bar spacer plate hardware		8
12539588	90-Ton snatch block bracket		1
12539539	Exothermic cutter stowage bracket		1
12500704	Aux boom tube		1
12552206	Hinge	1	
12552210	Door Assembly	1	
12552211	Pin	1	
MS27183-21	Washer	1	
MS24665-287	Pin	1	

The following items will NOT be included with the M88A2 Stowage OpMod Kit 12543889 CLIN 0026AB.
(These items will be delivered under separate combined Group C & D contract award).

Item	Description	"Group C" Qty/Kit	"Group D" Qty/Kit
10910174-3	Hardware	8	
12552243	Eye assembly		2
12552244	Eye assembly		2
12544065	Knob Assembly		4
12544029	Cable Cover		2
B1821BH038F175N	Screw	8	
MS35338-46	Washer	8	
MS27183-57	Washer	2	
12543977	Guard Assembly	1	
12543974	Latch Assy	1	
B1821BH031F275N	Screw	1	
M45913/2-5FG5C	Nut	1	
12543978	Bracket Assy	2	
12544030	Hand Knob	4	

C.28.1.1 FY11 US Army Vehicles will be delivered with the following OpMod Group C & D items installed.

The following OpMod Stowage items will be incorporated into the US Army FY11 Production Vehicles.

Item	Description	Qty/Veh
12543978	Bracket Assy	2
12365309	Bar	1
12539607	Bracket Assy, Tow Bar, Rear	2
12552204	Bracket Assy, Tow Bar, Side	2
12543977	Guard Assembly	1
12543974	Latch Assy	1
12544030	Hand Knob	4
12544029	Cable Cover	2
12544065	Knob Assembly	4
12544035-1	Block	2
12544035-2	Block	2

C.28.2 LED Light Operational Modification Kits

The Contractor shall provide fifteen (15) each M88A1 LED Light Operational Modification Kits, Number 19207-12539530 and fourteen (14)

each M88A2 Stowage Enhancement Operational Modification Kits, Number 19207-12543787 for the M88 FOV.

C.29 Cold Test Engine Overhaul

C.29.1 At the conclusion of cold start testing, the Contractor shall return Engine Serial number 80886 to the Government in a zero mile and zero hour condition.

C.30 LED Boom Light Kits

C.30.1 The Contractor shall provide a total of forty-three (43) each M88A2 LED Boom Light Kits, Number 12543900; twenty-nine (29) each for the Army FY11 M88A2 Vehicles, and fourteen (14) each for the Army FY11 M88A2 Option Vehicles.

C.31 Hydraulic Impact Wrench Kits

C.31.1 The Contractor shall provide a total of one-hundred (100) each M88A2 Hydraulic Impact Wrench Kits, P/N 12544016 which consists of the following two kits:

1. Wrench Assembly P/N 12544024, comprised of
   (1 each) Hydraulic Impact Wrench P/N 12544023,
   (1 each) Hose Assembly P/N 12543994,
   (1 each) Hose Assembly P/N 12543995;

2. Hose Assemblies comprised of
   (2 each) Hose Assemblies P/N 12543992,
   (2 each) Hose Assemblies P/N 12543993;

and the associated fittings and adapters for the USMC M88A2 Vehicles.

This includes the cost of acquiring the materials, packaging, and providing technical support and management during kit production.

C.31.2 This kitting effort will be performed at BAE System's York Facility.

C.32 M88A2 HERCULES

C.32 M88A2 HERCULES Vehicles for Iraqi Government W56HZV-09-C-0408 Mod P00029

C.32.1 REQUIREMENTS:
The Contractor shall provide eight (8) each M88A2 HERCULES vehicles, including new hulls built by the Contractor, for the Iraqi Government, in accordance with the BAE TDP Drawing Number 12510660, Recovery Vehicle Full Tracked M88A2 (12364500-IRAQ), Matrix Tree RVX15041.

C.32.2 All of the Iraq vehicles should be painted and delivered Tan (CARC 686A, 33446) unless otherwise noted.

C.32.3 All M88A2 vehicles shall be delivered with the following:
(a) Nuclear Biological Chemical (NBC) Protective/Collective Kit 12364664
(b) Basic Issue Items (BII), Components of End Items (COEI), and On Board Spares (OBS) for the Iraq configuration.

C.33 Hull Serial Numbers:
Vehicle hulls shall be serialized sequentially beginning with the number IQ-009. The end item vehicle identification plate shall also use the same sequential serial number. The "0" in the serial numbers are zeros.

C.34 Vehicle Serial Numbers:
The eight (8) M88A2 Recovery Vehicles being procured will have serial numbers on them instead of registration numbers. The numbers are to be assigned sequentially as the vehicles are produced. The digits 0 and 1 in the registration numbers the numbers zero and one. Listed below are the vehicle registration numbers to be assigned to vehicles produced under this contract.

IQ-009 IQ-010 IQ-011 IQ-012 IQ-013 IQ-014 IQ-015 IQ-016

C.35 The Department of Defense Activity Address Code (DODAAC) associated with this contract is CK0TR3 (The 0 is a zero).

C.36 The contractor shall submit (contractor format) a monthly progress report in accordance with CDRL A008. This report shall be furnished to the PCO, ACO, and ITVIMO. The report may be submitted in conjunction with other monthly status reports deliverable under the contract.

C.37 All vehicles shall include the following Technical Manuals (TM):TM 92350-292-10 Operators Manual, TM 92350-292-10 Hand Receipt,and

TM 92350-292-14 & P(Interactive Electronic Technical Manual) IETMC.
C.38 The Contractor shall install Final Drive Seals which includes: (1 left seal) and (1 right seal) each in every Vehicle delivered under CLIN 0030AA.

C.39 Mark For Address

C. 39.1 All items being shipped to country for this modification will have the following mark for address:
MOD TAJI GDC
POC GEN FADHIL 0770 568 4061
ALT POC: JAMES PHELPS 0771 381 8219
GRID 38S MC 3134 1240
TAJI IRAQ

C.40 Government Furnished Material (GFM)

C.40.1 The following material will be provided as GFM:

QTY P/N Description
8 MK-2372/VRC-GFM INSTL KIT- SINCGARS INSTALLATION KIT(AN/VRC92)
8 A3206019-4-GFM RADIO CABLE ASSEMBLY
8 5980-01-480-4875-GFM CONTROL DISPLAY, DVE (FMS Exportable Configuration Kit)
8 5855-01-480-4876-GFM RECEIVER, INFRARED, DVE VENDOR: RAYTHEON COMPANY
8 6760-01-342-9966-GFM CASE, DVE
8 1055-01-015-0874-GFM LAUNCHER, GRENADE, ARMAMENT SUBSYSTEM-M239 KIT
The Contractor will provide the United States Government (USG) required delivery dates for the GFM listed above to avoid delays in production.

C.41 Smoke Grenade Launcher (SGL) Kit

C.41.1 The M239 Smoke Grenade Launcher (SGL) kit, NSN 1055-01-015-0874, is listed in C.40.1 as GFM. The SGL kit consists of the following components:

Item; Qty; NSN P/N
Pushbutton unit 1 EA 5975-01-167-4606 13-12-37
Grenade Stowage Box 2 EA 1040-01-208-7116 13-12-176
Of these components that comprise the SGL kit, the Pushbutton Unit (NSN 5975-01-167-4606, P/N 13-12-37) and Grenade Stowage Box (NSN 2540-01-208-7115, P/N 13-12-176) are the only two GFM components the contractor is responsible for installing as follows:

a. Pushbutton Unit: shall be installed by the contractor during production.

b. Grenade Stowage Box: the contractor shall paint the SGL boxes Tan (CARC 686A, 33446), and the Iraqi flag shall be painted on the box as cited in C.10. The SGL boxes shall be placed inside the vehicle for shipment; the hardware can be left in the threaded holes in order to provide protection from rust.
The contractor shall paint the remaining components "Tan (CARC 686A, 33446).
The ITVIMO Program Management Office, shall provide shipping and packaging instructions on the remaining components of the M239 SGL Kit, the right and left dischargers, and the right and left covers.
C.42 Painted Flag:
The contractor shall paint the Iraqi national flag on all vehicles in accordance with this paragraph. The contractor shall prepare a flag template in accordance with attachment 01 and paint the flag bright red, white with green lettering, and black. The following Rustoleum spray paint type and colors should be used: Colonial Red (satin), #249082; Hunter Green (high heat), #243107; White (high heat), #243110; and BBQ Black (high heat), #155701. The flag shall be painted on the main body (not the cover flap) of both smoke grenade launcher boxes located on both sides of the vehicle. In order to ensure the flag does not overlap the actual hinges of the smoke grenade launcher box, the flag shall be sized 7 1/4" by 10 1/4." The script should always read from right to left.

C.43 Signs, Labels, Decals, and Stenciling (SLDS):
Apply SLDS as was previously developed. The kit number is RVX15266 and it is in the Bill of Material (BOM). The Contractor shall procure and apply the Government and Contractor approved SLDS.

C.44 Reports:
Contractor shall report problems and shall submit specific reports, as required to include the following CDRLs:
TO BE DETERMINED

C.45 (added by Mod 34)

C.45.1 M88A1 and M88A2 Group C and D Operational Modification Items

The Contractor shall provide 1 lot of M88A1 (CLIN 0031AA) Operational Modification Kits listed below for the M88 FOV.

M88A1	QTY	PART #
Stowage Enhancement Priority 3 (Group C and D)	15 EA	RVX15432
CREW V2	15 EA	12510001*01
COEI/BII Delta Kit	15 EA	RVX15345

C.45.2 The Contractor shall provide 1 lot of M88A2 (CLIN 0031AB) Operational Modification Kits listed below for the M88 FOV.

M88A2	QTY	PART #
Stowage Enhancement Priority 3 (Group C and D)	14 EA	RVX15433
CREW V2	14 EA	12510001*01
Coffin Door (Bevel)	14 EA	12544001-2-TAN*00
Coffin Door (Step)	14 EA	12544001-1-TAN*00
Main Winch Lower Guide Rail	14 EA	12544002
COEI/BII Delta Kit	14 EA	RVX15346

C.45.3 The Operational Modification items shall be incorporated into the US Army FY11 Production Vehicles under CLINs 0015AA, 0015AD, 0015AE, and 0016AA.
C.46 Loan and Payback of ASL Items for FY 12 HERCULES Production:

C.46.1 For the FY12 HERCULES Production (Qty 11) under CLIN 0032, the Contractor is authorized to use the following items from Government-owned ASL kits for vehicle production:

10 Containerized Spare Engines (RVX13038*01) (Qty 3 from delivered under CLIN 0002AA, qty 3 delivered under CLIN 0011AA, and qty 4 delivered under CLIN 0012AA
7 Containerized Spare Transmissions (12365775-UID) (Qty 3 from CLIN 0002AA, Qty 4 from CLIN 0012AA)
7 Containerized Right Hand Final Drives (12365778-UID) (Qty 3 from CLIN 0002AA, Qty 4 from CLIN 0012AA)
7 Containerized Left Hand Final Drives (12365777-UID) (Qty 3 from CLIN 0002AA, Qty 4 from CLIN 0012AA)
7 Main Winches (12364530*04) (Qty 3 from CLIN 0002AA, Qty 4 from CLIN 0012AA)

C.46.2 The contractor shall replace these items in the original ASL container, in accordance with the schedule listed in C.46.3 below. When replacing each asset in the containers, the contractor shall close and re-identify the containers with the new asset serial number. For the engines, the contractor shall assemble the "payback" engine into the Spares configuration when replacing. The contractor shall also modify the original DD250 in WAWF by updating the asset serial number.

C.46.3 These items will be replaced into the ASL kits in accordance with the schedule listed below (dates are at the end of the month:

Items	Apr 2014	May 2014	June 2014	July 2014	Aug 2014
Engine	2	2	2	2	2
Transmission	2	2	2	1	
RH Final Drive	2	2	2	1	
LH Final Drive	2	2	2	1	
Main Winch	2	2	2	1	

C.47 NATO Slave Receptacle Kits

C.47.1 The Contractor shall provide a total of one-hundred (100) each M88 NATO Slave Receptacle Kits, P/N 12544054 for USMC M88A2 HERCULES. This includes the cost of acquiring the materials, packaging, and providing technical support and management during kit production.

C.47.2 This kitting effort will be performed at BAE System's York Facility.

C.48 Vehicle Conversion Kits

C.48.1 The Contractor shall provide a total of nine (9) each M88 Vehicle Conversion Kits, P/N 12544015 for USMC M88A2 HERCULES. This includes the cost of acquiring the materials, packaging, and providing technical support and management during kit production.

C.48.2 This kitting effort will be performed at BAE System's York Facility.

C.49 BII/COEI FY10 M88A2 Vehicles (Basic Issue Items/Component End Items)

C.49.1 The Contractor shall provide a total of thirty (30) Kits M88A2 BII/COEI, P/N FY10-M88A2-BII-SUP which consists of the following items:

(1 each) Exterior Lighting P/N 12543900*00,
(1 each) Wrench, Impact, Electric P/N 12369282,
(4 each) Kit, Repair: Track Center Guide P/N 5703035*01,
(2 each) Wheel Assy, Welded Construction P/N 8706067-TAN,
(6 each) Kit, Track P/N 5702471*01,
(1 each) Bib, Apron, BLACKSM P/N 8415-00-234-9254,
(22 each) Bolt P/N 7997722*02;

This includes the cost of acquiring the materials, packaging, and providing technical support and management during kit production.

C.49.2 This kitting effort will be performed at BAE System's York Facility.

C.49.3 The kits are due by 31 March 2014 and early deliveries of whole kits only are acceptable at no additional cost to the USG.

C.50 EQUITABLE ADJUSTMENT FOR GFM TRACK FY11 (Qty 3), FY12 (Qty 11)(SLIN 0036AA), and FY12 (Qty 2) (SLIN 0036AB)

C.50.1 Contractor shall assemble Government furnished Shoes into rolls to make them suitable for use to install on the FY11 and FY12 M88 vehicles, meeting all terms and conditions of this contract. Some Shoe Strips may be provided in serviceable condition: contractor shall clean and replace hardware at the connection points, as necessary, prior to assembly. The contractor is accountable for workmanship of assembly, replaced hardware and installation of the track on vehicles. The contractor is responsible to ship the assembled track from the supplier.

C.51 Air Purifiers For FY11, FY12 (Qty 28) (SLIN 0037AA)

C.51.1 Contractor shall procure, install and deliver twenty-eight Air Purifiers for the FY11 and FY12 vehicles, SLINs 0016AA and 0032AA. If Contractor is not in continuous production of the Air Purifier P/N D5-19-1772-S, then a First Article Test (FAT) in accordance (IAW) with clause 52.209-3 shall apply and Contractor shall provide a First Article Test Report IAW CDRL A015.

If Contractor is in continuous production of USG FAT approved Air Purifier P/N D5-19-1772-S or applicable components of the Air Purifier assembly under this contract, then modified FAT requirements in C.51.2 and C.51.3 apply and destructive testing is not required.

C.51.2 Contractor shall perform dimension checks on the following items and provide a First Article Test Report (FATR) IAW CDRL A015. The FAT will be waived for the precleaner assembly and manifold assembly, P/N 5-19-1785 if the Contractor provides a Certificate of Conformance (CoC) in accordance with FAR 52.246-15 (CERTIFICATE OF CONFORMANCE (APR 1984)) to the Government. The CoC must attest and state the construction of this assembly is IAW the required technical requirements.

The FAT for the spring clip P/N 5-19-1662 and manifold assembly P/N 5-19-1773 shall consist of a quantity of three (3) components inspected and tested IAW their Quality Assurance Provisions (QAPs), drawings and specifications. All other components require a CoC to the technical data requirements.

Contractor shall provide the FAT Schedule to the Government within 1 day after receiving the schedule from the subcontractor.

C.51.3 Conformance Inspection: For the Pre cleaner and housing assembly, PN 5-19-1785, spring clip , 5-19-1662, and manifold assembly, 5-19-1773, the Production Lot Testing (PLT) shall be completed and documented. PLT shall be performed IAW Production Lot Testing (Conformance Inspection) (Contractor Facility), Contract W56HZV-12-C-0108 Section E.1, which is incorporated by reference. Government surveillance for these Air Purifiers as specified in Contract W56HZV-12-C-0108 is not required unless requested by DCMA.

C.52 Rear Hatch Conversion Kits

C.52.1 The Contractor shall provide a total of fifteen (15) each M88 Rear Hatch Conversion Kits, P/N 12510260 - ECP GSD W 1369 for USMC M88A2 HERCULES. This includes the cost of acquiring the materials, packaging, and providing technical support and management during kit production.

C.52.2 This kitting effort will be performed at BAE System's York Facility.

C.53 Cold Start Kits

C.53.1 The Contractor shall provide a total of ninety-five (95) each M88 Cold Start Kits Less Voltage Regulators, P/N 12544080 - ECP GSD V9834R2 for USMC M88A2 HERCULES. This includes the cost of acquiring the materials, packaging, and providing technical support and management during kit production.

C.53.2 This kitting effort will be performed at BAE System's York Facility.

*** END OF NARRATIVE C0001 ***

SECTION F - DELIVERIES OR PERFORMANCE

F.9 Delivery Schedule for Hydraulic Impact Wrench Kit

F.9.1 Hydraulic Impact Wrench Kit(SLIN 0029AA)

	Delivery Date	Qty
M88A2	30APR2013	20
M88A2	31MAY2013	20
M88A2	30JUN2013	20
M88A2	31JUL2013	20
M88A2	31AUG2013	20

Total: 100

F.10 Delivery Schedule for Quantity 11 FY12 M88A2 HERCULES Vehicles (CLIN 0032)

F.10.1:

Quantity	Date of Delivery	Description
4	31 January 2014	M88A2 HERCULES Vehicles
4	28 February 2014	M88A2 HERCULES Vehicles
3	31 March 2014	M88A2 HERCULES Vehicles

F.11 Delivery Schedule for NATO Slave Receptacle Kit

F.11.1 NATO Slave Receptacle Kit(SLIN 0033AA)

	Delivery Date	Qty
M88A2	31AUG2013	20
M88A2	30SEP2013	20
M88A2	31OCT2013	20
M88A2	30NOV2013	20
M88A2	31DEC2013	20

Total: 100

F.12 Delivery Schedule for Vehicle Conversion Kit

F.12.1 Vehicle Conversion Kit(SLIN 0034AA)

	Delivery Date	Qty
M88A2	30SEP2013	9

Total: 9

F.13 Delivery Schedule for Air Purifiers

F.13.1 Air Purifiers(SLIN 0037AA), 2 EA per Vehicle

	Delivery Date	Qty
M88A2	30JAN2014	6
M88A2	31JAN2014	8
M88A2	28FEB2014	8
M88A2	31MAR2014	6

Total: 28

F.14 Delivery Schedule for Rear Hatch Conversion Kit

F.14.1 Rear Hatch Conversion Kit(SLIN 0038AA)

	Delivery Date	Qty
M88A2	31AUG2014	15

Total: 15

F.15 Delivery Schedule for Cold Start Kit

F.15.1 Cold Start Kit(SLINs 0039AA, 0039AB)

	Delivery Date	Qty
M88A2	31OCT2014	35
M88A2	30NOV2014	30
M88A2	31DEC2014	30

Total: 95

*** END OF NARRATIVE F0011 ***

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0039AA	T126C340JM M9545012MP22499	2		AP	$ 0.00	$ 241,615.00	$ 241,615.00
0039AB	T136C345JM M9545013MP32833	2		BA	$ 0.00	$ 756,360.00	$ 756,360.00
					NET CHANGE	$ 997,975.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AP	17 21109206125167854 0674432D2061152MP22499141A	$ 241,615.00
BA	17 31109206131067854 0674432D2061003MP328331414	$ 756,360.00
	NET CHANGE	$ 997,975.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	$ 456,131,692.68	$ 997,975.00	$ 457,129,667.68

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION					
0039AA	AP	17 121411092061	25167854 067443	2D2061152MP22499141A	M9545012MP22499	067443
0039AB	BA	17 131411092061	31067854 067443	2D2061003MP328331414	M9545013MP32833	067443