

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 22

2. Amendment/Modification No. 25	3. Effective Date 2014JAN09	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
-------------------------------------	--------------------------------	---	--------------------------------

6. Issued By U.S. ARMY CONTRACTING COMMAND JASON LADD WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JASON.LADD1@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG 4-A P.O. BOX 11427 PHILADELPHIA PA 19111-0427	Code S3915A
---	----------------	--	----------------

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	<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-10-G-0003/0002
	<input type="checkbox"/>	10B. Dated (See Item 13) 2010NOV05
Code 06085	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

ACRN: AF NET INCREASE: \$15,175.00

**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:	Mutual agreement between parties
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) DOREEN J. COSTA DOREEN.J.COSTA@US.ARMY.MIL (586)282-7076
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 2014JAN09

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 22
	PIIN/SIIN W56HZV-10-G-0003/0002 MOD/AMD 25	
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JASON LADD
Buyer Office Symbol/Telephone Number: CCTA-AHLA/(586)282-7107
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: BFVS(M2, M2A1, M2A2),BFVS(M3, M3A1,M3A2)

*** End of Narrative A0000 ***

W56HZV-10-G-0003
Delivery Order: 0002
Modification: 25
Prepared by: JDL

Previous Delivery Order Amount: \$361,550,290.00
Amount of this Action: \$15,175.00
Current Delivery Order Amount: \$361,565,465.00

1. The purpose of this Modification 25 to Delivery Order 0002 under Basic Ordering Agreement W56HZV-10-G-0003 is to incorporate the following requirement listed below pursuant to the authority of Contract paragraph C.19 entitled, "Over and Above Requirements":
 - a. Complete welding rework on 76 vehicles that were inducted as seed vehicles in the A0 configuration rather than the contractual requirement of A2 configured vehicles per Section C.22.5. This work will be performed in accordance with Section C.27, totalling \$72,000.00.
 - b. CLIN 0010AA funds \$56,825.00 of the \$72,000.00 required for this effort with funds already obligated on contract.
 - c. CLIN 0010AB is established per this Modification 25 and funds the remaining \$15,175.00 of the \$72,000.00 required for this effort.
 - d. Section C.27, Out-of-scope Weld Repairs, has been added in it's entirety.
2. As a result of this Modification, the total Delivery Order is increased by \$15,175.00 from \$361,550,290.00 to \$361,565,465.00.
3. All other terms and conditions, except those addressed in this Modification, remain unchanged and in full force and effect.

*** END OF NARRATIVE A0029 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-10-G-0003/0002 MOD/AMD 25

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0010	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																
0010AA	<p>OVER AND ABOVE CLIN</p> <p><u>OVER AND ABOVE CLIN</u></p> <p>SERVICE REQUESTED: OVER AND ABOVE CLIN CLIN CONTRACT TYPE: Firm Fixed Price PRON: 7206B32672 PRON AMD: 01 ACRN: AB AMS CD: 31201678010 PSC: 2350</p> <p>Each work request to be negotiated on a firm fixed price basis accordance with Section C.19.</p> <table data-bbox="253 890 756 1045"> <tr><td>Obligated</td><td>\$100,000</td></tr> <tr><td>Modification 14</td><td>(\$17,425)</td></tr> <tr><td>Modification 22</td><td>(\$17,750)</td></tr> <tr><td>Modification 24</td><td>(\$8,000)</td></tr> <tr><td>Modification 25</td><td><u>(\$56,825)</u></td></tr> <tr><td>Available Funds</td><td>\$0.00</td></tr> </table> <p>(End of narrative B001)</p> <p>Modification 14 is for the repair of 17 each GFM IED Armor Kits totalling \$17,425.00.</p> <p>Unit price = \$1,025.00</p> <p>Delivery schedule is located in Section F.1</p> <p>FOB point of origin is BAE - Fayette, CK0TYS</p> <p>(End of narrative B002)</p> <p>Modification 22 is to bring five each M3 cargo hatches into the up-armored configuration in accordance with Section C.25, totalling \$17,750.00.</p> <p>This effort has already been completed. BAE will submit an invoice for ACO approval for payment of \$17,750.00.</p> <p>The Cargo Hatch Maching was Over and Above Work required to support the production vehicles. The actual cost is included in the vehicle project cost collector with a segregated task. Funding is authorized for Over and Above Work on CLIN 0010AA and the Government approves the request for payment for this effort against this funding.</p>	Obligated	\$100,000	Modification 14	(\$17,425)	Modification 22	(\$17,750)	Modification 24	(\$8,000)	Modification 25	<u>(\$56,825)</u>	Available Funds	\$0.00	1	LO		\$ 100,000.00
Obligated	\$100,000																
Modification 14	(\$17,425)																
Modification 22	(\$17,750)																
Modification 24	(\$8,000)																
Modification 25	<u>(\$56,825)</u>																
Available Funds	\$0.00																

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-10-G-0003/0002 MOD/AMD 25

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	<p>(End of narrative B003)</p> <p>Modification 24 is to restore the Battle Damaged Hull #56 to a fully functional condition totaling \$8,000.00.</p> <p>This effort has already been completed. BAE will submit an invoice for ACO approval for payment of \$8,000.00.</p> <p>The restoration of the Battle Damaged Hull#56 was Over and Above Work required to support the production vehicles. The actual cost is included in the vehicle project cost collector with a segregated task.</p> <p>Funding is authorized for Over and Above Work on CLIN 0010AA and the Government approves the request for payment for this effort against this funding.</p> <p>(End of narrative B004)</p> <p>Modification 25 is for the weld rework required to bring 76 seed vehicles from A0 to the A2 configuration required per Section C.22.5. This work shall be completed in accordance with Section C.27, totalling \$72,000. CLIN 0010AA funds \$56,825.00 of the \$72,000.00 required to complete this effort. CLIN 0010AB provides an additional \$15,175.00 to fund this entire effort.</p> <p>This effort has already been completed. BAE will submit an invoice for ACO approval for payment of \$56,825.00.</p> <p>The weld rework was Over and Above Work required to support the production vehicles. The actual cost is included in the vehicle project cost collector with a segregated task. Funding is authorized for Over and Above Work on CLIN 0010AA and the Government approves the request for payment for this effort against this funding.</p> <p>(End of narrative B005)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>OVER AND ABOVE CLIN</u></p> <p>SERVICE REQUESTED: ODS-SA Welding Work CLIN CONTRACT TYPE: Firm Fixed Price PRON: 7236B26772 PRON AMD: 01 ACRN: AF</p> <p>Modification 25 is for the weld rework required to</p>	1	LO		\$ 15,175.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-10-G-0003/0002 MOD/AMD 25

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>bring 76 seed vehicles from A0 to the A2 configuration required per Section C.22.5. This work shall be completed in accordance with Section C.27, totalling \$72,000.00.</p> <p>CLIN 0010AA has funded \$56,825.00 of this effort. This CLIN 0010AB will provide funding for the remaining \$15,175.00.</p> <p>This effort has already been completed. BAE will submit an invoice for ACO approval for payment of \$15,175.00.</p> <p style="text-align: center;">(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" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td style="width: 40%;"></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>13-DEC-2013</td> </tr> </table> <p style="text-align: right; margin-right: 50px;">\$ 15,175.00</p>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	13-DEC-2013				
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	13-DEC-2013												

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 22
	PIIN/SIIN W56HZV-10-G-0003/0002 MOD/AMD 25	
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL REQUIREMENT

C.1.1 The Contractor shall furnish all supplies and services necessary to repair and convert Bradley Operational Desert Storm (ODS) vehicles into the ODS Situational Awareness (ODS-SA) configurations, as specified in Section B, in accordance with the requirements described in Sections C through H of the Contract. The Contractor shall provide all technical support, to include assisting manufacturing understanding and interpreting drawings and technical data, Material Review Board actions regarding discrepant materials, acting as liaison with STS Contractor design personnel, and maintaining technical data required to repair and convert the vehicle systems and equipment under this Contract.

C.1.2 Vehicles shall be provided for induction at RRAD on or before the dates specified in the schedule at Attachment 0007. If vehicles are not provided by these dates, the agreed to due dates shall slip day for day or shall be otherwise adjusted based upon mutual agreement between the Contractor and the Government.

C.1.3 Government Furnished Material (GFM) shall be provided to the Contractor on or before the dates specified at Attachment 0008.

C.1.4 After acceptance of vehicles to the FIR for each vehicle configuration, the Contractor shall provide vehicles that are totally free of any kind or variety of failures and defects, in any aspect of the vehicles operation, through hand off to the gaining unit. The Government shall be responsible for repair/replacement of any GFM provided in accordance with Attachment 0003 that fails after vehicle DD 250. Vehicles shall be DD250d under this Contract, and deprocessing shall be performed under a separate Systems Technical Support (STS) contract. (See E.7, Acceptance Point DD Form 250 Execution)

C.2 VEHICLE SERIALIZATION REQUIREMENTS

C.2.1 The Contractor shall maintain the same vehicle serial number for each vehicle, except as described in C.2.3 below.

C.2.2 Serial Number and NSN Changes for Conversion from the M2A2 ODS and M3A2 ODS Configurations to the M2A2 ODS-SA and M3A2 ODS-SA Configurations. For vehicles being converted from the M2A2 ODS and M3A2 ODS configurations to the M2A2 ODS-SA and M3A2 ODS-SA configurations, the Contractor shall re-serialize the vehicles using the blocks of serial numbers referenced in C.2.3.1.1 through C.2.3.1.2.

C.2.2.1 To ensure that the official Government database for recording vehicle NSN and serial number information, LOGSA, is complete and accurate, an Equipment Change Report (ECR) shall be generated by the Contractor on a DA Form 2408-9 to track any washed out hulls. NOTE: The USA REG Number for the vehicle shall never be changed, only the Serial Number.

C.2.2.2 To record these changes, The contractor shall access the Logistics Information Warehouse (formerly WEBLOG and WEBLIDB). ECRs are available in the system, as follows: Select Maintenance Management, then select TAMMS Equipment DB, and then select DA 2408-9 (ECR).

C.2.2.2.1 This is a two-step action: The Contractor shall prepare one ECR to drop the old serial number from LOGSA's records, and the second ECR to show the gain with the new vehicle and serial number.

C.2.2.3 The new serial number and consistent (unchanged) USA Registration Number shall be clearly marked on the data plate of each vehicle. The USA Registration Number shall be stamped into the metal of the hull.

C.2.3 Serial Number Changes.

C.2.3.1 For any ODS vehicles being converted into the ODS-SA configurations, the Contractor shall, in accordance with the instructions set forth in C.2.2.1 through C.2.2.2.1 above, re-serialize the vehicles using the blocks of serial numbers as follows:

C.2.3.1.1 For M2A2 ODS-SA: Serial numbers block beginning with 2ADR6180Y.

C.2.3.1.2 For M3A2 ODS-SA: Serial numbers block beginning with 3ADR6086Y.

C.2.4 The Contractor shall provide a monthly report to PM-HBCT, with the following information: old serial number, registration number, new serial number, and DD 250 date, for all vehicles processed through this Contract and shipped to a Government agency (See CDRL A008).

C.3 Environmental Compliance and Hazardous Substances

C.3.1 Environmental Compliance. The Contractor shall comply with all Federal, State, and local environmental laws, regulations, and policies.

C.3.2 Environmental Management Team (EMT). The EMT is a multidisciplinary group chartered by the Government (i.e., PM Heavy Brigade Combat Team) (HBCT) and dedicated to addressing environmental issues and supporting the Governments environmental program. This team will include subject matter experts from Government and industry. The EMT shall set goals for environmental compliance, thresholds,

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

priorities for hazardous materials elimination, and monitor contractor compliance in meeting reduction goals. The EMT shall work with the PM office to establish environmental compliance goals within program schedules and budgets. The Contractor shall provide the Government access to pertinent records and data requested by the Contracting Officer or duly authorized representative to adequately prepare program environmental documentation.

C.3.3 Hazardous Substances.**C.3.3.1 Reserved.**

C.3.3.2 The Contractor shall not use Class I or Class II Ozone-Depleting Substances. Exception to this requirement is as follows:

(a) Halon 1301 may be used in the crew compartment fire suppression system in quantity that is currently used. No additional Halon 1301 shall be added to the system without Government approval.

C.3.3.3 The requirements in this paragraph shall only be in effect upon design of a new (non-legacy) component under a the contractors STS contract work directive that specifically contains this environmental language as a requirement. For this Contract, new parts developed under a BAE STS contract work directive in which there was no environmental language specified as a requirement are not subject to the requirements of this paragraph. Unless expressly stated otherwise in this paragraph, the Contractor shall not use more than 0.1% by weight of asbestos, cadmium (electroplating processes), hexavalent chromium (electroplating, and coatings processes), radioactive materials, beryllium, lead, or mercury, and zero amounts of asbestos, in new (non-legacy) components without Government approval. The Contractor is allowed to use lead in electronics and batteries. The Government shall be allowed to review as-built drawings for the vehicles and Contractor-monitored change information to verify whether a component meets the definition of a new (Non-legacy) component per this paragraph. Except for asbestos, no more than 0.1% by weight of the coating is acceptable. When this cannot be achieved or adequate non-hazardous substitutes are not available, the Contractor shall notify the Government, by delivery of a Hazardous Substance Waiver Request (CDRL A011). The Government will either accept or reject the Waiver Request, or make a recommendation for hazardous substance continued use, reduction, or elimination of the material. If a new design component is implemented on this contract, the contractor shall establish a database for new design components indicating the chemical make-up of each part using the existing drawing tree system to identify any hazardous materials. For legacy component materials with viable alternatives, the Contractor may submit an environmental engineering change proposal (CDRL A012) to the Government detailing the alternative being considered and the cost associated with the change. The Government will give final approval for either the continued use of the current material or the use of the submitted alternative. Lead in electronics and batteries are acceptable.

C.3.3.4 Reserved**C.4 DATA REQUIREMENTS AND REPORTS**

C.4.1 The Contractor shall prepare technical data and reports in the format and scope specified in the applicable Data Item Description (DD Form 1664), or described elsewhere in the Contract. The required information shall be furnished to the Government in accordance with the requirements of the Contract Data Requirements List (DD Forms 1423) or as specified in Section C. The Contract Data Requirements List (CDRL) is at Exhibit A.

C.4.2 All data and reports shall be submitted by email or other electronic means acceptable to the Government. Proprietary data/export control data submitted by the Contractor may be submitted via a computer disk, uploaded to AKO, or via email with encrypted files.

C.5 WAIVERS AND DEVIATIONS

C.5.1 Applicable waivers and deviations approved for vehicles, training devices, or kits delivered under the Contract are listed at Attachment 0004.

C.6 SPECIALTY ENGINEERING SYSTEM SAFETY PROGRAM

C.6.1 System Safety Program. The Contractor shall maintain a system safety program in accordance with MIL-STD-882. The Contractor shall maintain a listing of Material Safety Data Sheets identifying all hazardous material required for operating, storing and sustaining the vehicle and its support items. The Contractor shall immediately make the list available to the Government, when requested, in accordance with CDRL A007 in Exhibit A.

C.7 CONFIGURATION MANAGEMENT

C.7.1 Configuration Management System. The Contractor shall operate and maintain a configuration management (CM) and control system throughout the period of performance of this Contract per the contractors CM plan. Any change to the CM plan must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government's procurement processes (see CDRL A014). The Contractor shall provide copies of all changes to the PCO in the form of a revised CM plan. If there are discrepancies between this CM Plan and the requirements/provisions of this Contract, the Contract requirements/provisions shall prevail.

C.7.1.1 The Government reserves the right to review contents and verify the accuracy of the Contractors configuration control system at any time during the Contract.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 22
	PIIN/SIIN W56HZV-10-G-0003/0002 MOD/AMD 25	
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P.		

C.7.2 Product Configuration Identification. All performance/product specifications, product drawings, CAD drawings/models, approved changes, Remanufacture documents, Reset drawings, and production bills of material that were created using Government funding, software documentation used for design and production of a vehicle and training devices shall constitute the Product Configuration Identification (PCI) for that system. The Government shall have access to such data at all times. The PM-HBCT on-site Representative shall have access to such data at all times.

C.7.3 Rights to Technical Data and Software. Any restrictions asserted by the Contractor to any data or software delivered under this Contract, shall be supported by the documentation substantiating such restrictions required by DFARS 252.227-7013, 252.227-7014, or 252.227-7017.

C.7.3.1 The Contractor shall not prepare data for components or items for which Government released data exist.

C.7.4 Design Constraints. The Product Configuration Identification (PCI) baseline for the start of this Contract is represented by the following. However, it should be noted that the drawings listed below are remanufacture drawings and are for reference only to identify baseline vehicle configuration type.

a. The M2A2 ODS-SA baseline shall be represented by the latest revision as of Contract award of drawing 87T0183, plus applicable drawings contained in the latest version of the the contractors Production Drawing List, plus all ECPs and EOs listed in Attachment 0005.

b. The M3A2 ODS-SA baseline shall be represented by the latest revision as of Contract award of drawing 87T0184, plus applicable drawings contained in the latest version of the the contractors Production Drawing List, plus all ECPs and EOs listed in Attachment 0005.

C.7.4.1 For the categories of Contractor controlled changes set forth below, the Contractor shall provide notification/documentation for approval to the Government, per CDRL A006. The categories are:

C.7.4.1.1 Replacement of any support item with another item. This constraint applies only to changes affecting interchangeability. Items that fall into this category are:

- a. Repair and Spare Parts
- b. Repair Kits
- c. Tools/Support Equipment/Training Devices

C.7.4.1.2 Changes which impact MANPRINT (Safety, Health Hazards, Soldier Survivability, Human Factors, Personnel, Manpower, Training).

C.7.4.1.3 Changes which impact testability

C.7.4.1.4 Interface Control Documents and all DSESTS LRU test strategies.

C.7.4.1.5 Changes in the process utilizing a used (Reset) part in place of a new part, such that new Reset criteria need to be developed and approved by the USG.

C.7.4.2 The Government shall provide written notification to the Contractor within 20 working days of a documented submission (notification to approve a change) into MEARS Step 7, of its (1) non-concurrence or (2) an estimated date when a decision shall be rendered. If the Government does not respond within the 20-day period, the notification is considered approved.

C.7.5 The Contractor shall coordinate change concurrence with Design Authority for any PCI data not under their custodianship. Applicable (major) waivers and deviations approved for vehicles, training devices, or kits delivered under the contract are listed at Attachment 0004.

C.7.6 The Contractor shall obtain Government concurrence with regard to appropriate classification of all Class II/Non-Design Constraints ECPs and Minor RFDs/RFWs. Class II/Non-Design Constraints ECPs and Minor RFDs/RFWs shall not be executed/implemented without written Government concurrence of classification. Written concurrence/non-concurrence will be provided by the cognizant DCMA representative within three (3) working days. For classification guidance, refer to ANSI/EIA 649-B-2011 and MIL-HDBK-61A (SE).

C.8 STANDARD GFM DISPOSITION INSTRUCTIONS

C.8.1 The Contractor shall dispose of/ship parts, assemblies, or subassemblies in accordance with Attachment 0006, Standard GFM Disposition Instructions. The Contractor is authorized to scrap material, which shall not be reported through the normal plant clearance procedures and shall be sold separately as scrap and proceeds returned to:

Finance and Accounting Division
U.S. Army TACOM Life Cycle Management Command

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 22**

PIIN/SIIN W56HZV-10-G-0003/0002

MOD/AMD 25

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

C.11.2 If acceptable GFM is not available in time to facilitate the completion of vehicles in accordance with the contractual schedule, the contractor may present vehicles with GFM shortages for Government acceptance. The contractor shall process a conditional acceptance request for approval by the PCO and the Government shall conditionally accept vehicles with GFM shortages. The contractor shall document all shortages in the FIR. When the GFM becomes available, the contractor shall coordinate with DCMA for installation on the vehicles. Each GFM shortage item shall be reviewed by the contractor and DCMA to determine installation effort impact. If the parties determine there is an impact to GFM installation, BAE shall submit a cost estimate to the Government in accordance with Paragraph C.19, Over and Above Requirements.

C.12 TRANSPORTATION OF WEAPONS

C.12.1 Solely for purpose of the transportation of weapons with the vehicles, the weapons shall be considered Government Furnished Property. The parties to this Contract acknowledge that Government owned weapons (25mm guns and smoke grenade launchers) are provided to the contractor under this Contract for the purpose of remanufacturing the gun and smoke grenade launchers. The contractor agrees and acknowledges that guns from vehicles under this Contract and smoke grenade launchers shall be treated as Contractor furnished items for all purposes except for vehicle transportation.

C.13 MEETINGS AND MEETING MINUTES

C.13.1 If requested by the Government, the contractor shall be responsible for providing meeting minutes for joint Government-Contractor meetings, and to provide reports as requested for ongoing issues related to the conversion of vehicles under this Contract. The minutes shall be submitted in Contractor format IAW CDRL A001. The Contractor shall provide a copy of the minutes to each attendee that provides an electronic address at the meeting. Additional copies shall be provided to the PCO and ACO.

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

Page 11 of 22

PIIN/SIIN W56HZV-10-G-0003/0002

MOD/AMD 25

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

C.14 OBSOLESCENCE

C.14.1 For parts/systems for which the Contractor maintains design authority, the Contractor shall have sole responsibility for the screening and subsequent replacement or redesign of a substitute part/system required due to parts becoming unavailable/obsolete. This shall include components and parts under this Contract to include parts that are common with other systems. Additionally, this effort is limited to parts availability/obsolescence issues that directly impact the Contractor's ability to build vehicles under this Contract and does not include effort to address identified issues that only impact future Contracts. The Contractor shall notify the Government of any procurement activity to remedy obsolescence shortages for the period of performance of this Contract.

C.15 DEMILITARIZATION

C.15.1 Items called out under this Contract are classified as military items. Therefore, the following instructions for the disposal of completed or partially completed parts, assemblies, subassemblies, and end items apply. Property (whether title to the property is with the Government or not and including parts, components, subassemblies, and assemblies) covered by this Contract for which the Contractor does not claim or is refused payment (including rejects or overruns) under the provisions of the Contract, but which is manufactured, fabricated, assembled, or produced in connection with items covered by this Contract shall be completely destroyed or mutilated (whichever is prescribed) so as to be non-reclaimable for its original purpose and to preclude the possibility of reconditioning to make it saleable as an implement of war.

C.15.2 Demilitarization is required in accordance with current demilitarization requirements. These requirements can be obtained through the Federal Logistics Information Service or FedLog.

C.15.3 Except as noted in C.15.4, demilitarized items shall be destroyed at the Contractor's facility by the Contractor. No item demilitarized shall be disposed of by the Contractor other than as scrap. If there is a discrepancy between the requirements of Paragraph C.15.2 and the Standard dispositions Instructions in Attachment 0006, Paragraph C.15.2 shall take precedence.

C.15.4 Any end item (i.e., vehicle) that is not acceptable for the work performed under this Contract shall be shipped by the Contractor to the appropriate Government depot for inspection and final disposition.

C.15.5 This clause shall be included in all applicable subcontracts.

C.16 USE/ACCESS TO GOVERNMENT SUPPLY SYSTEM

C.16.1 The Contractor may requisition assets from the Government Supply System through the ILSC (the Item Manager) or the TACOM Management Control Activity (MCA). In order to requisition such assets, the Contractor shall adhere to the following sequence of steps: (1) Check availability of stock with the item manager through the program office (PM-HBCT); (2) Provide a list of the parts required, based on the availability and pricing information provided by the item manager(s) in (1), plus the contract information, and send it, along with a check, to the TACOM Resource Management office; (3) Confirm with one of the POCs in (2) that a Job Order Number (JON) has been established for the required parts; (4) Provide an e-mail Letter of Intent (LOI) to the PCO, with a listing of the NSNs and authorized quantities, a valid DODAAC for the Contract, as well as the assigned JON, type of funds (such as OMA, FMS, AWC) and the appropriation code (2020, 2033, 2035) to the PCO, who will forward the LOI to the MCA office at TACOM. The MCA/GFM team will need this information to update the Management Control Activity Table before requisitions can be submitted; (5) Validate that the MCA database has been updated accordingly through the program office (PM-HBCT); (6) Submit an Excel spreadsheet with the requisitions that should be processed (NSN, quantity, unit of issue, document number, supplementary address, signal code, fund code, priority, RDD, and advice code ("should use 2L") through the program office (PM-HBCT). The Contractor may contact the MCA/GFM Office via email (DAMI_TACOMMCA@conus.army.mil) to check the status of a requisition.

C.16.1.1 The Contractor shall use webSDR (://www.daas.dla.mil/websdr/login.asp) to submit Supply Discrepancy Reports (SDR) upon receipt of items that have shipping discrepancies or are damaged.

C.16.1.2 The Contractor shall use web PQDR (://www.nslcpts.mh.csd.disa.mil/) to submit Product Quality Deficiency Report (PQDR) and/or Electronic Deficiency Report System (EDRS) for deficient items and assets that have quality issues.

C.16.2 Parts Reporting.

C.16.2.1 The Contractor shall initiate a report for all orders placed through the Government supply system (see CDRL A015). Once the report is generated, the Contractor shall forward it, via e-mail, to the Management Control Activity at DAMI_TACOMMCA@us.army.mil and furnish a copy to the PM-HBCT GFM Manager, for completion, and return to the Contractor (e-mail GSDProcurement@baesystem.com). The report shall be updated on at least a bi-weekly basis, and shall be reviewed, edited, and maintained by the contractor and the appropriate TACOM support elements. Questions regarding items of information for which the Government is responsible shall be directed to the PM-HBCT Logistics facilitator, who shall forward them to the appropriate TACOM office for a response.

C.16.2.2 The following information, including the list of column headings and definitions shown below, shall be included on the report,

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 12 of 22
	PIIN/SIIN W56HZV-10-G-0003/0002 MOD/AMD 25	
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P.		

along with the party/parties responsible for updating that particular block of information.

The Contractor receipt to the MCA shall be as follows:

Card Column

- 1-3 DRA
- 4-6 RIC of Management Control Activity
- 7 6 for final or 7 for partial
- 8-22 NSN
- 23-24 Unit of Issue
- 25-29 Quantity Received
- 30-43 Document Number from Receipt
- 44 Blank
- 45-50 Contractors DODAAC
- 51 Signal Code from Receipt
- 52-53 Fund Code from Receipt
- 54-57 Blank
- 58-61 Contract Call Order number (CLIN) or Blank
- 60-63 Subordinate Contract Call Order number (CLIN) or Blank
- 64-66 Blank
- 67-60 Blank
- 70 Blank
- 71 Condition Code of Material Received
- 72 Blank
- 73-75 Date Material Received

C.17 PARTS PLANNING

C.17.1 The updated Bradley specific Production Commitment Plan (PCC) for vehicles under this Contract shall be discussed as part of the weekly joint program meetings, in order to assist in planning of parts.

C.18 DEVIATION FROM CONFIGURATION BASELINE

C.18.1 Deviation from Digital Video Distribution Box (DVDB) Performance Specification. The parties agree that a deviation shall be granted under this Contract to allow the contractors DVBD vendor, to deliver DVDBs that do not meet the following performance characteristics of the performance specification.

- a. Nuclear Event Detector, 3.2.2.1.2
- b. Low Temperature, Operational, 3.2.4.2
- c. Vibration, 3.2.4.8
- d. EMI, RE102, 3.2.4.12.5

C.18.2 Single Card TPU2 and related changes shall be incorporated. A deviation is granted under this Contract to allow the contractor to incorporate in advance of ECP approval.

C.19 OVER AND ABOVE REQUIREMENTS

C.19.1 During performance of this Contract, it is expected that issues may be identified which must be resolved in order to complete the repair and conversion of the ODS-SA vehicles, and that are in the general scope of the Contract, but that were not specifically included in the original Contract scope of work. When directed by the Government, and when funding is made available by a Contract modification, the Contractor shall provide these services on an expedited basis. All requirements authorized under this provision shall be provided by the Contractor in accordance with DFARS 252.217-7028 and this scope of work. Pursuant to DFARS 252.217-7028, the Government may modify these procedures as appropriate.

C.19.1.1 When requested by the Government, or when a need is identified by the Contractor, the Contractor shall submit a work request, in Contractor format, to the ACO and the QAR, with a copy to the PM-HBCT engineer, the PM-HBCT Procurement Analyst and the PCO. At a minimum, the request shall include the following:

- a. A description of the work to be performed;
- b. Identification of the proposed repair procedure;
- c. Replacement parts required (excludes GFP for pricing purposes only; and
- d. Estimated labor hours and material costs.
- e. An engineering assessment certifying the vehicle/component will

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 13 of 22
	PIIN/SIIN W56HZV-10-G-0003/0002 MOD/AMD 25	

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

meet the applicable specification following the work to be performed.

The Contractor shall also submit all supporting documentation along with the work request. Before work can begin, it must be authorized by the ACO or the QAR and availability of funds must be verified.

C.19.1.2 DCMA will, in coordination with the PM-HBCT engineer:

- a. Verify the necessity of the work;
- b. Verify the conformance of the Contractors proposed method of modification/repair and approved modification/repair procedures;
- c. Verify whether the Contractors proposed designation and identification of the work as Over & Above is valid;
- d. Determine whether an item will be repaired or replaced.
Normally an item will be replaced if the repair price is equal to or exceeds 65 percent of the replacement price;
- e. Shall consider procurement lead time versus repair time in all repair/replace determinations; and
- f. Agree to the estimated hours and estimated material cost.

C.19.1.3 As applicable under paragraph C.19.1.1 above, the ACO or the QAR shall notify the Contractor within three (3) working days regarding whether the work request is authorized. If such notification is not received within five (5) calendar days, the Contractor may escalate the request to the PCO for resolution. Upon authorization, the Contractor shall bill against funded CLIN 0010AA.

C.19.2 It is understood and agreed to by both parties that the Government is not under any Contractual obligation for the duration of the Contract to acquire any specific quantity or services covered by the clause and no liability shall be incurred by the Contractor or the Government in the event that no acquisitions are made.

C.19.3 The Contractor shall maintain records, available for Government review, of the funds committed, expended, and disbursed under the clause for each requisition. (CDRL A009)

C.20 VALUE ENGINEERING INCENTIVE PROGRAM

C.20.1 The Contractor shall capture and analyze information associated with performance and acceptability of produced vehicles to recommend potential cost saving solutions for the work performed under this contract.

C.20.2 The Contractor shall perform analysis of hardware, to identify candidates for Value Engineering cost saving programs. This includes performing the necessary technical evaluations, cost studies, and analysis of proposed changes.

C.20.3 At the weekly Enterprise Program Support Team (EPST) meeting, the Contractor shall brief any recommended potential cost savings solutions.

C.20.4 The Contractors value engineering program shall be conducted in accordance with Part 48 of the FAR, Clause 52.248-1, Value Engineering, as detailed in Section H of the Contract.

C.21 ODS-SA VEHICLE REQUIREMENTS

C.21.1 The Government shall provide a quantity of 110 Bradley Fighting Vehicle Systems (BFVS) for this Contract, which includes the following vehicle configurations:

- a. M2A2 ODS (NSN 2350-01-405-9886) 79 each
- b. M3A2 ODS (NSN 2350-01-405-9887) 31 each

C.21.1.1 After the above vehicles are complete through the scope of work for this Contract, the Contractor shall deliver to the Government a quantity of 110 Bradley Fighting Vehicle Systems (BFVS), in the following configurations:

- a. M2A2 ODS-SA (NSN 2350-01-565-3460) 79 each
- b. M3A2 ODS-SA (NSN 2350-01-565-3464) 31 each

C.22 CONVERSION PLUS PROCESS REQUIREMENTS FOR ODS-SA VEHICLES

C.22.1 The contractor shall be responsible for Conversion Plus Process per the National Level Reset Policy, Procedures and Guidelines (IR 2006) for vehicle teardown, shipment of components to repair facilities, vehicle assembly, quality assurance checks, configuration

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

Page 14 of 22

PIIN/SIIN W56HZV-10-G-0003/0002

MOD/AMD 25

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

maintenance, current Safety of Use compliance, installation of UID on select components (See Attachment 0002) and vehicle acceptance. The Conversion plus process shall include all material (ODS-SA and non-ODS-SA) and labor to ensure that the ODS-SA AND M7 BFIST-SA vehicles delivered meet all requirements stated in the Contract.

C.22.1.2 The contractor shall paint the vehicles Desert Tan 686.

C.22.1.3 All vehicles under this Contract shall be delivered with the following fleet standard items (in addition to items already on the ECP/EO list at Attachment 0005):

Updated z-bar configuration - P/N 12369960-2

Heat Abatement Panels (Engine Compartment)

33M1127-107, forward panel heat shield

33M1127-109, panel, heat shield

33M1127-113, vertical support heat shield

Mod Kit, Block Hinge, Cargo Hatch (M2A2 ODS-SA) - (GFM)

57K4506-GFM

DAGR Mounting Kit (GFM)

987-5006-001-GFM - Mounting Base, Electrical Equipment

(DAGR GPS RCVR)

987-5007-001-GFM - Mount Adapter, DAGR

013-1981-020-GFM - Remote Antenna 2 (RA-2), DAGR GPS RCVR

GFM items above are included in the DAGR Mounting Kit:

57K4828 for M2/M3 ODS-SA

Enhanced 25mm Gun P/N 12524600 (Contractor P/N 12524600ENH-RESET) GFM

BUSK II Kits (GFM*):

Hot Box Restraint System 57K4837 (M2/M3A2)

Bradley Advanced Survivability Seats (BASS) 57K4825 (M2A2) and 57K4826 (M3A2)

Armored Commanders Shield (ACS) NOTE: ODS version 4269837 (A2 ACS)

Automatic Fire Extinguishing System (AFES) 57K6372

7.62mm Coax Gun Access Improvement Mod Kit Modification Kit number 13020299

IED Armor Suite (vertical and horizontal sponson and belly armor)-

If any vehicles are inducted without an IED armor suite, it shall be provided as GFM.

P/N 57K4794 (field kits)

SINCGARS Installation Kits (Hardware only, excludes electrical components. (See GFM list)

SINCGARS Installation Kits, P/N MK-2394/VRC

Up-armored Hatches (GFM*)

Drivers 57K1366 (GFM*)

Commanders 12933400 (GFM*)

Gunners 12933362 (GFM*)

M2 Cargo 57K1369 (GFM*)

M3 Cargo 57K1404-KIT-HDWR-FY08 (GFM*)

Turret Ring Armor (GFM*)

P/N 57K0509

Smoke Grenade Launcher, M257 - P/N 13-12-129 (GFM*) The

Contractor shall test, inspect and correct deficiencies as necessary.

Block 1 IBAS P/N 13495284

Blue Force Tracking (BFT) A-Kit for M2A2 ODS-SA and M3A2 ODS-SA

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 15 of 22**

PIIN/SIIN W56HZV-10-G-0003/0002

MOD/AMD 25

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

Mod Kit 57K4818

CM/ED M2A2 ODS-SA/M3A2 ODS-SA, P/N 12488141, The Contractor shall install in accordance with the Conversion plus process and TDP 87T0183 (M2) and 87T0184 (M3)

Turret-mounted INU (GFM*) - P/N 12484747-1-GFM

Equilibrator 100% new P/N 12294539

T-157i Track (Big Foot) P/N 12359466-3-RESET and 12359466-4-RESET

All VIS kits (headsets and cables) for M2A2/M3A2 ODS-SA vehicles will be provided as GFM by the Government as BII at the fielding site.

NOTES:

GFM = on GFM list (see Attachment 0003)

GFM* = expected to be on the vehicle when provided by the Government. The Government will provide these items as GFM on an as-needed basis if they are missing from vehicles when inducted

**These items shall be installed on the vehicles as kits.

C.22.1.4: See standard GFM Disposition Instructions at Attachment 0006 for BUSK I items. For BUSK II, ACS shall be boxed and supplied in the back of each vehicle.

C.22.2 Vehicle Induction. As directly funded by the contractor, RRAD shall receive vehicles, perform Phase I teardown, and prepare vehicles for shipment to the contractor, at the following address:

BAE Systems
300 University Drive
Lemont Furnace, PA 15456
Phone: 724-439-3009

C.22.3 As directly funded by the contractor, RRAD shall use the ODS-SA Conversion Plus process to inspect and correct deficiencies on vehicle components and shall provide support to the the contractors production line as required until hand-off of vehicles to the designated fielding sites.

C.22.4 ODS-SA Conversion Plus process requirements are based on 87T0183 and RM87T0004-R5 for M2A2 ODS-SA vehicles and 87T0184 and RM87T0005-R5 for M3A2 ODS-SA vehicles, related DMWR/NMWRs, TMs and current remanufacturing practices. The contractor shall document these process requirements in accordance with production data package and PCI. The production data package shall include the development and maintenance of Production drawings, work instructions for tear down, component refurbishment and (re) assembly. Documentation shall include information such as assessment criteria, replacement parts and repair process details. Production documentation shall be updated in support of the incorporation of the Engineering Change Proposals specified in this Contract.

Drawing numbers listed above are for reference only to identify baseline vehicle configuration type.

C.22.5 The vehicles to be delivered under this Contract shall be of the same variants as the seed vehicles provided by the Government (i.e., M2A2 ODS vehicle inducted, M2A2 ODS-SA vehicle delivered), unless otherwise specified as part of the fleet standard modifications, or those items affected by conversion or by the EO/ECP list.

C.22.5.1 A functional part received in a configuration other than the most current production configuration need not be replaced with the newer design, unless otherwise specified in this scope of work.

C.22.5.2 Parts missing from the seed vehicles that are part of the vehicle baseline configuration shall be replaced by the contractor with the latest configuration part. Components with cosmetic imperfections and/or variances that do not impair component function are acceptable for use. Any unauthorized field modifications which are not identified in the vehicle TDPs shall be removed.

C.22.6 Parts identified as mandatory replacement parts shall be evaluated to determine if they can be brought to standard and shall meet the performance requirements as specified herein. When the contractor applies these criteria, the items are considered unique to ODS-SA Conversion Plus. In addition, the following items are mandatory replacement parts and items shall be new:

Engine, Air, NSN 2940-01-291-5893, P/N 12358941, Filter Element,
Intake 1/vehicle
Heater Fuel Element, P/N 12344779, Filter Fuel, Part of Kit
5705484 1/vehicle
Engine Fuel Element Assembly, part of Kit P/N SA910070 1/vehicle

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

Engine Oil Filter Element Kit, P/N 12307596 1/vehicle
 NSN 2940-01-113-1248, P/N 12294530, Filter Element, Intake 2/vehicle
 NBC Filter Element, NSN 4240-00-866-1825, P/N C5-19-1175, Filter,
 Particulate 1/unit (M3A3)
 Equilibrator
 Batteries (6TL style and 2HN style
 MS75047-2 turret 24 volt (2HN style)
 MS 52149-2 hull battery (US 6TL ACID FILLED)
 Shock Absorbers

C.22.6.1 The following items are mandatory replacement parts and the items shall be new or overhauled to remanufacturing requirements:

Traverse Bearing P/Ns 12292058 (New) or (12292058-R) REMAN

C.22.7 Vehicle acceptance shall be based upon completion of a modified Final Inspection Record (FIR) for each vehicle configuration, as follows:

M2A2 ODS-SA QF87T0183-RESET
 M3A2 ODS-SA QF87T0184-RESET

C.22.8 The FIR shall be kept up to date to account for any exceptions to the "as new" component configuration requirement, where the "as received" component configuration is acceptable (e.g., NBC heaters without indicator lights may still be serviceable, and the FIR should be annotated to cover the variations). In the event the vehicle performance does not completely satisfy the requirements of the FIR, a Request for Waiver (RFW) may be submitted to the Government for approval.

C.22.9 Firm Fixed Price material may be physically commingled and Contract identified either when issued, transferred or by allocation. Conversion Plus items that are not functionally equivalent to remanufactured items shall be uniquely identified and stored, issued, and consumed on the Bradley Conversion Plus program only. Transfer of a part from RESET to Conversion Plus programs is permitted, provided it meets quality standards and does not impact production deliveries.

C.22.10 Incoming vehicle parts are considered "consumed" as part of the process performed under this Contract. Unless otherwise specified for Government disposition, the Contractor may screen all parts identified as excess to requirements under all other Bradley Contracts for use on this Contract.

C.22.10.1 The Contractor shall utilize parts processed under any CLIN of this Contract, in lieu of new parts, to the maximum extent practicable. The Contractor may use new parts in lieu of RESET parts processed under this Contract in those instances where the Conversion Plus part is not available for installation in the vehicles in sufficient time to allow the Contractor to meet the agreed-to delivery schedule in Section F.

C.22.11 Bradley Fighting Vehicle Conversion Plus Standards for ODS-SA.

These Conversion Plus standards take precedence over any references to Remanufacture drawings in Paragraph C.22.4.

<u>Vehicle Subsystem</u>	<u>Required Conversion Plus Standard to Be Used Under This Contract</u>
--------------------------	---

1. Hull and Turret	The hull and turret shall require separation to facilitate cleaning, inspection, conversion plus up-grade, and applicable repair. Since the ISU is removed from the seed vehicles and dispositioned per Attachment 6, the sight plate shall be replaced 100% for the IBAS installation.
--------------------	---

The following drawings will be used to process these vehicles:

TOW Lift Mechanism	12292580-RST
TOW Elevation Drive	12292344-RST
Resolver Shaft	RM12325577-R

2. Suspension	Complete disassembly. Clean, inspect and repair. Replace track and road wheels to at least Condition Code B.
---------------	--

The following components shall be processed IAW the drawings listed:

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

Support Roller, RESET	RM12296929-RESET	
Support Roller, RESET	RM12296934-RESET	
Idler Assembly, RESET	RM12296930-RESET	
Wheel, Inner, Idler, RESET	RM12307519-RESET	
Wheel, Outer, Idler, RESET	RM12291954-RESET	
Yoke, Final Drive	RM12308239-RESET	
Shock Absorber	RM12369308-R	
Road Wheel, Steel RESET	RM12358464-RESET	
Sprocket, Drive RESET	RM12295277-RESET	
Carrier, Sprocket Carrier	RM12384668-RESET	
Track Guard		12293205-RESET
Track Guard	12293208-RESET	
Track	12359466-3-RESET	
Track	12359466-4-RESET	
Road Arms	RM12296931-RESET	
Bearings 12296934-3 and -4 bearings shall be replaced 100%.		

The Contractor is authorized to use T-157 track removed from FY10 Reset vehicles in performance of this Contract.

3. Power Pack

Transmissions shall be removed from incoming ODS vehicles and shipped to the location provided by the THOR Contract W56HZV-09-C-0098. The transmissions shall be remanufactured/refurbished as needed, and will be provided to BAE York as GFM. PTOs shall be inspected and repaired IAW NMWR. All filters and fluids shall be replaced. Inspect prop shaft u-joints for contamination wear. Power Pack components shall be overhauled in accordance with drawings created under the STS Contract as follows:

Engine (RM12358911-RESET)

Electronic Assembly (EA) 12473785 and 12446333-RESET and Shift Tower 12446242-RESET shall be sent to York for inspection and repair as required. Any EAs that cannot be economically repaired shall be held and disposition instructions requested.

300 amp generators shall be removed and disposed of in accordance with the disposition instructions in Attachment 0006.

Radiators (RM-12297938-RESET)

The Power Pack (RM12465990A) shall be processed IAW Drawing RM12466990A-RESET.

4. Structures

Inspect for armor integrity, accident/battle damage and component misalignments to ensure fit and function. Install appropriate mounting provisions IAW MWOs. Maintenance platform (P/N 12384796) shall be removed, if present, and dispositioned in accordance with standard GFM disposition instructions at Attachment 0006. Stowage mounting provisions for the shovel and axe shall be added as required when maintenance platform is removed.

Vehicle interior and exterior configurations shall be converted in accordance with drawing

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

BFV00090 Titled: Armor Configuration
Standardization - RESET.

5. NBC System Inspect and test GPFU for proper operation IAW the DMWR. All filters shall be replaced. Hoses shall be replaced as necessary. The Pre-cleaner shall be overhauled IAW RM-D5-19-2353-RESET. Heater Assembly shall be processed IAW E5-19-1782-RESET.
6. Fuel System Fuel cells may be matched to their original vehicle. Alternative configuration fuel cells may be found on used vehicles and processed per Drawing RM12385123-RESET.
7. Engine Access Pump Inspect for wear and function. Inspect cylinder and Cylinder mounting welds for fracture. Replace and repair/overhaul IAW NMWR. Flush system and replace filters. For the Ramp Cylinder Lever, vehicles will be equipped with one of the following versions:
- a new P/N 12296746, forged version, made from 6061 alloy;
a new or used P/N 12296746, machined version;
or a new P/N 12540579, revision A, any version.
8. Ramp Pumps Ramp pumps shall be overhauled. The hydraulic system shall be flushed. All filters shall be replaced.
9. Electrical Harnesses shall be removed from vehicles during the Conversion Plus process. Any visual defects discovered on existing harnesses during the work performed under this Contract shall be repaired in accordance with the approved Standard Repair Procedure SRP-007. All existing harnesses removed for re-use during the work performed under this contract shall be functionally tested and overhauled in accordance with drawing Electric-RESET.
- LRUs shall be cleaned and checked for full function. Run on DSESTS Full Go chain.
10. Batteries Batteries shall be replaced with 6TL style. Turret "keep alive" batteries shall be replaced with Battery Box 2HN style. MS75047-2 turret 24 volt (2HN style) M@52149-2 hull (US 6TL Acid Filled)
11. Fire Extinguishing System Fire detection sensors(P/N 12479529) shall be RESET or replaced per Drawing RM12479529-RESET. Bottles must be fully charged and hydrostatic tested, if out of date. System shall have at least three years remaining life.
12. Equilibrators Replace 100% P/N 12294539
13. 25mm Gun Enhanced Guns shall be inspected and repaired, as necessary, in accordance with TM 9-1005-200-23 and NMWR 9-1005-200 applicable. If any vehicles are received with non-enhanced guns, they shall be provided to the Contractor as GFM. Gun barrels from incoming vehicles shall be inspected and re-used if serviceable. Any serviceable, fluted barrel is acceptable. New gun barrels shall be provided as GFM on an as needed basis only.

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

25mm Gun Resolver RM12294651-AR

14. TOW Subsystem The complete missile subsystem shall be removed, tested and overhauled. (GFM)
15. Optics Periscopes And Backup Sight Visually inspect optics for cracks. Verify that there is no more than 50% degradation of visibility through the periscope lens due to hazing, cloudiness, pitting, delaminating, scratches, etc. Visually inspect Back-Up Sight for cracks in the ballistic housing, seals, telescope assembly, and connection link hardware. Cracks are not acceptable. Back up Sights shall be overhauled IAW Drawing 9380400-RESET.
16. Vehicle Exterior Complete exterior cleaning, repaint and re-stencil. Repair stripped, damaged or deformed bolts, or bolt holes. Ensure all bolts required for BRAT installation are present, maintained, and properly tapped IAW ECP FOM-V6466.
17. Final Drives Final Drives shall be processed IAW Drawing RM12359348-RESET, as created under the STS Contract.
18. Gyros Gun Gyro shall be processed IAW Drawing 12292348-RST. Turret gyro shall be processed IAW Drawing 12292349-RST.
19. VIS The Vehicle Intercom System shall be processed IAW Drawing RMVIS-RESET.
20. Smoke Grenade Launchers (SGLs) SGLs shall be inspected, tested, and processed IAW TM 9-1040-267-20&P.
21. BRAT Installation BRAT IKs shall be removed at RRAD and dispositioned in accordance with Attachment 0006.
22. BUSK If Conversion Plus vehicles are inducted without BUSK II provisions, the Government will provide BUSK II Kits to the contractor as GFM and the contractor shall install all BUSK II Subcomponents (AFES, BASS, Hot Box, ACS (ODS version). The contractor shall furnish and install the Velcro only for the BUSK I Sight Protection (IBAS and DVE).
23. ODS-SA Conversion Plus Components. The following components shall be processed in accordance with the listed Drawing:
- | <u>COMPONENT</u> | <u>DRAWING NO.</u> |
|-------------------------------------|--------------------|
| A3 POWER UNIT, DIESEL | RM12465990A-RESET |
| CABLE CONNECTOR CRITERIA | RM-CONNECTOR-RESET |
| ELECTRICAL LEAD/CABLE CRITERIA | RM-ELECTRIC-RESET |
| TRAVERSE RESOLVER GEARBOX ASM | RM12956633-RESET |
| TOW ROTOR | RM12976039-RESET |
| TRAVERSE DRIVE ASM MOTOR, BRUSHLESS | RM12976126-RESET |
24. Gunners Seat Back If vehicles are inducted with the seat back in place, the Contractor shall remove it and dispose of it in accordance with standard instructions in Attachment 0006.
25. Global/Hunter Personnel Heater NSN 2540-01-396-2826-GFM
- C.22.12 Additional Repair/Replacement Requirements for ODS-SA Conversion Plus Vehicles.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 20 of 22**

PIIN/SIIN W56HZV-10-G-0003/0002

MOD/AMD 25

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

The Contractor shall utilize the following for instructions regarding additional repairs and replacement requirements for components on ODS-SA Conversion Plus vehicles:

C.22.12.1 Bradley ODS-SA Conversion Plus Parts Requiring Mandatory Upgrade.

NomenclaturePart Number(s)

Drivers Switch & Indicator Panel (DSIP)

12484083 to 12512261

Digital Vehicle Distribution Box (DVDB)*

12484070

*NOTE: Shall be upgraded to latest approved revision available at time of contract award.

Lever, Ramp Cylinder

See C.22.11, Number 7

C.23 IED Armor Kit Repair

C.23.1 In accordance with Contract Paragraph C.19, Over and Above Requirements, CLIN 0010AA is for the repair of seventeen GFM IED Armor Kits. BAE shall inspect, and if required, blast, prep, prime and paint.

C.24 ASL Requirements

C.24.1 The following ASL requirements, as described below, shall be procured and shipped IAW CLINs 0011AA thru 0011AD.

C.24.1.1 Conversion of eight each three-card Turret Processor Unit IIs into a single-card Turrent Processor Unit II, Part Number 13035052.

C.24.1.1.1 The Government shall provide eight three-card Turret Processor II's, part number 12470930-1, as GFM and will deliver to EFW Inc. no later than 15 days after contract award to the below address:

Attention: Derek Johnson
Elbit Systems of America
4700 Marine Creek Parkway
Fort Worth, Texas 76179

C.24.1.1.2 SubCLIN 0011AA, part number 13035052-PKG consists of the following:

Eight single card sTPU IIs, part number 13035052

Eight GPP cards reprogrammed to FCP CCA, part number 13035054

Eight XWGLS cards removed from the three-card TPU IIs, part number 12479314-01

C.24.2 Ten each Circuit Card Assemblies, part number 13035054.

C.24.3 69 each Road Wheel Lifters, part number 12496775.

C.24.4 28 each MDL/Adaptor Cables, part number 13024706.

C.25 M3 Cargo Hatch Repair and Up-Armor

C.25.1 In accordance with Contract Paragraph C.19, Over and Above Requirements, and as funded under CLIN 0010AA, the Contractor shall repair and up-armor a total of five (5) each M3 Cargo Hatches on M3A2 ODS vehicles being converted into M3A2 ODS-SA under this Contract.

Incorporated per Modification 22

C.26 Battle Damaged Hull #56 Restoration

C.26.1 In accordance with Contract Paragraph C.19, Over and Above Requirements, and as funded under CLIN 0010AA, the Contractor shall restore the Battle Damaged Hull #56 to a fully functional condition.

*C.27 OUT-OF-SCOPE WELD REPAIRS

*C.27.1 In accordance with Contract Paragraph C.17, Over and Above Requirements, CLIN 0010AA/AB, and Modification 25, the contractor shall perform welding work on inducted vehicles that were received in a configuration not up to acceptable standards for induction into the ODS-SA conversion program under this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-10-G-0003/0002 MOD/AMD 25	Page 21 of 22
---------------------------	--	-----------------------------

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

*C.27.2 A quantity of 76 of the 110 vehicles received for induction were confirmed to be A0 configuration rather than the contractual requirement of A2 configured seed vehicles (in accordance with Section C.22.5). This requirement covers additional manufacturing labor hours required for repairing or incorporating additional scope associated with the receipt of these older configuration vehicles.

*C.27.3 This effort includes grinding the excess weld left from previous conversions in areas such as ball ports, access holes for wiring harnesses and bilge tubes; grinding weld seams in all areas where armor must be applied during reassembly; grinding set screw plugs flush to hull surface; plugging pre-existing mounting provision holes down both sides and across the engine access slope of hull; plugging pre-existing holes; and other welding needed to bring the seed vehicles to an acceptable condition for conversion.

*Incorporated per Modification 25

*** END OF NARRATIVE C0002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-10-G-0003/0002 **MOD/AMD** 25

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0010AB	7236B26772	2	A.0009261.1.3.2.3.31	AF \$	0.00 \$	15,175.00 \$	15,175.00
					NET CHANGE \$	15,175.00	

ACRN	ACCOUNTING CLASSIFICATION				INCREASE/ DECREASE	
AF	021 201320152033	A5XGJ GZ2400ARU08	3109 L035165077 A.0009261.1.3.2.3.31	021001 \$	15,175.00	
					NET CHANGE \$	15,175.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 361,550,290.00	\$ 15,175.00	\$ 361,565,465.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION		
0010AB	AF	021 201320152033	A5XGJ GZ2400ARU08	3109 L035165077 A.0009261.1.3.2.3.31 021001