AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page 1 Of 20
Firm Fixed Price	

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
14	2014NOV06	SEE SCHEDULE	

6. Issued By Code W56HZV

U.S. ARMY CONTRACTING COMMAND
JASON LADD
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: JASON.D.LADD2.CIV@MAIL.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-10-G-0003/0016

10B. Dated (See Item 13)
2012SEP27

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: AH NET INCREASE: $73,600.00

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:** Mutual agreement between parties

☐ **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.CIV@MAIL.MIL (586)282-7076	
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)	2014NOV06

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: B
Weapon System: BFVS(M2, M2A1, M2A2),BFVS(M3, M3A1,M3A2)

*** End of Narrative A0000 ***

Contract: W56HZV-10-G-0003
Delivery Order: 0016
Modification: 14
Prepared by: JDL

Previous Delivery Order Amount: $113,838,610.03
Amount of this Action: $73,600.00
Current Delivery Order Amount: $113,912,210.03

1. The purpose of this bilateral Modification 14 to Basic Ordering Agreement (BOA) W56HZV-10-G-0003 is to incorporate the below listed requirement:

a. CLIN 0005AE has been established for loading onto rail cars a quantity up to 46 each M2A3 Conversion vehicles at a unit price of $1,600 totalling $73,600.

2. Section C.28.2 has been incorporated.

3. In consideration of this Modification 14 agreed to as a complete equitable adjustment, the contractor releases the Government from any and all liability under this contract for future equitable adjustments attributable to the facts and circumstances giving rise to this Modification 14.

4. The value of this Delivery Order is increased $73,600 from $113,838,610.03 to $113,912,210.03

5. All other terms and conditions of the Contract, except those addressed by this Modification 14, remain unchanged and in full force and effect.

*** END OF NARRATIVE A0015 ***

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				
0005	Rail Loading of M2A3				
0005AE	M2A3 CONVERSION VEHICLE RAIL LABOR	1	LO		$ 73,600.00
	SERVICE REQUESTED: Rail Loading of M2A3 CLIN CONTRACT TYPE: Firm Fixed Price PRON: 7236B31472 PRON AMD: 01 ACRN: AH PSC: 2350 Loading M2A3 Conversion vehicles onto rail cars shall be completed for the quantity up to 46 each at a unit price of $1,600 each in accordance with Section C.28.2. BAE is authorized to submit invoices as vehicles are shipped. The Contractor shall enter the signed rail Bill of Lading in WAWF for DCMA acceptance. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DLVR SCH REL CD / QUANTITY / PERF COMPL DATE 001 / 1 / 31-MAR-2015 $ 73,600.00				

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL REQUIREMENT

C.1.1 The contractor shall furnish all supplies and services necessary to accomplish the Level II Reset of the Bradley A3 configuration vehicles set forth in Section B, or elsewhere in 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, liaison with STS contractor design personnel, and maintaining technical data required to Reset the vehicle systems and equipment under this Contract.

C.1.2 Vehicles will be provided for induction at Red River Army Depot (RRAD) on or before the dates specified in the schedule at Attachment 0007. If vehicles are not provided by these dates, the Contractual due date will slip day for day or will be otherwise adjusted based upon mutual agreement between the contractor and the Government.

C.1.3 Government Furnished Material (GFM) will be provided to the contractor on or before the dates specified in Attachment 0008.

C.1.4 After acceptance of vehicles to the Final Inspection Record (FIR) for each vehicle configuration, the contractor shall provide vehicles free of failures and defects associated with the level two reset scope of work, through two (2) months after the last calendar day of the contractual delivery month in which a vehicle is to be DD250'd. The Government will be responsible for repair/replacement of any GFM provided in accordance with Attachment 0002 that fails after vehicle DD250. Vehicles shall be DD250'd 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 M3A3 Configuration to the M2A3 Configuration. For vehicles being converted from the M3A3 configuration to the M2A3 configuration, the contractor shall re-serialize the vehicles starting with the serial numbers referenced in C.2.3.1.1 below.

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) must be generated on a DA Form 2408-9. NOTE: The USA REG Number for the vehicle shall never be changed, only the Serial Number. The contractor shall include a copy of the completed ECR, DA 2408-9, with each converted vehicle.

C.2.2.2 The NSN for the vehicles converted from the M3A3 configuration into the M2A3 configuration shall be changed to 2350-01-436-0005.

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 M3A3 vehicles being converted into the M2A3 configuration, the contractor shall, in accordance with the instructions set forth in C.2.2 through C.2.2.3 above, re-serialize the vehicles using the serial numbers as follows:

C.2.3.1.1 For M2A3: Serial numbers beginning with 2AGR1559Y.

C.2.4 The contractor shall provide a monthly report to PM-ABCT, 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 Armored Brigade Combat Team) (ABCT) 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, 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 contractor STS contract work directive that specifically contains this environmental language as a requirement. For this Contract, new parts developed under a contractor 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.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 the Contract. 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/OR DEVIATIONS

C.5.1 Applicable waivers and deviations approved for vehicles, training devices, or kits delivered under the Contract are listed at Attachment 0003.

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. 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.

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 which 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 will have access to such data at all times. The PM-ABCT on-site Representative will 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 M2A3/M3A3 baseline shall be represented by the latest revision as of Contract award of drawing RM87T0010-R2/RM87T0011-R2 and 87T0010/87T0011, plus applicable drawings contained in the latest version of the contractors Production Drawing List, plus all ECPs and EOs listed in Attachment 0004.

b. The A3 BFIST baseline shall be represented by the latest revision as of Contract award of drawing RM12466201-R9 and 87T0182, plus applicable drawings contained in the latest version of the contractors Production Drawing List, plus all ECPs and EOs listed in Attachment 0004, as well as Reset drawings created using Government funding.

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 (see 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 Reset/remanufacture process utilizing a Reset/remanufactured part in place of a new part.

C.7.4.2 The Government will 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.

C.7.6 The contractor shall obtain Government concurrence with regard to appropriate classification of all Class II/Non-Design Constraints ECPs and Minor RFD/Ws. Class II/Non-Design Constraints ECPs and Minor RFD/Ws 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 RESERVED

C.9 DD 250 REQUIREMENTS

C.9.1 Vehicle Acceptance. The contractor shall be responsible for providing vehicles meeting the requirements of their performance specifications, and Reset requirements contained herein. The final Material Inspection and Receiving Report (DD Form 250) is required to be signed upon Government acceptance at the contractor's facility.

C.10 STANDARD GFM DISPOSITION INSTRUCTIONS

C.10.1 The contractor shall dispose of/ship parts, assemblies, or subassemblies in accordance with Attachment 0005, Standard GFM Disposition Instructions.

C.11 MODIFICATION WORK ORDERS (MWOs)

C.11.1 The contractor shall report modifications made to the vehicle where a written MWO exists or the MWO is approved and shall be published. Reports shall be submitted to the Modification Management Information System (MMIS). Only the initial installation of the MWO shall be reported. Vehicles that are inducted and already have a MWO applied do not need reporting. The modifications shall be reported in accordance with Army Regulation 750-10, Army Modification Program. Chapter 5-2 describes the data elements to be reported

to the MMIS System. The MMIS Web Site is www.mmis.army.mil.

C.11.1.1 Minimum data elements for reporting are:

MWO Number
Vehicle NSN
Vehicle Serial Number
Registration (USA) Number
Date Applied
Site or Location Applied

C.11.1.2 The following MWOs shall be reported only upon initial installation:

MWO 9-2350-294-55-28	Modification of Hull, BRASS Installation
MWO 9-2350-294-55-27	BFT Dual FBCB2 Configuration (A3 BFIST)
MWO 9-2350-294-55-29	BUSK3 Bradley Fuel Cell System
MWO 9-2350-294-55-30	BUSK3 BASS-D (M2A3/M3A3/A3 BFIST)
MWO 9-2350-294-55-31	BUSK3 (ERR) (M2A3/M3A3/A3 BFIST)
MWO 9-2350-294-55-32	BUSK3 A2/A3 TASS
MWO 9-2350-294-55-36	2W306 with Ferrite Beads (M2A3/M3A3)
MWO 9-2350-294-55-37	Control Electronics Panel (CEP) (M2A3/M3A3/A3 BFIST)
MWO 9-2350-294-23-7	Hot Box Enhancement (M2A3/M3A3/A3 BFIST)
MWO 9-2350-396-55-1	Fire Support Sensor System (FS3) (A3 BFIST with FS3)

C.11.2 RESERVED

C.11.3 Use of parts not deemed suitable for the remanufacture programs is authorized for use on Reset vehicles provided they are functionally acceptable and the same or newer configuration that was on the vehicle being Reset.

C.12 GOVERNMENT MATERIAL REPORTING

C.12.1 The contractor, upon receipt of Government owned assets, shall perform an inventory and inspection within ten (10) working days. contractor shall provide notification of receipt to the Government as described in DI-MGMT-80389B, CDRL A004 (report format attached), except for GFM BUSK III kits, which shall be inventoried and inspected within two (2) months of receipt from the Government.

C.12.2 Report of Shipping (Item) and Packaging Discrepancy. This report shall be provided to the Government by the contractor when GFM is received which does not agree with information on the shipping documents and when GFM is found to have transportation damage. This report shall be in the format described in DID DI-MGMT-80503 and CDRL A002.

C.12.3 A GFM Consumption Report shall be provided in accordance with DID DI-MGMT-80438B and CDRL A003 (reporting format attached). Busk III kits are inventoried for production use only. Only top kit numbers are required on report.

C.13 INTEGRATION OF GOVERNMENT FURNISHED MATERIAL/COMPONENTS

C.13.1 In the event that Government furnished material or components are determined to be faulty and in need of repair or replacement, the contractor shall report the item in accordance with the Product Quality Deficiency Report (PQDR) process with the exception of minor items in the BUSK III kit material (minor is defined as less than a lot cost of $1,000). The contractor shall coordinate disposition of this material through the Government Plant Clearance Officer. Upon direction of the Government Plant Clearance Officer, the contractor shall pack and ship to the appropriate suppliers facility. Shipping charges are paid by the supplier. The contractor shall not submit proposals or invoices for shipping charges related to shipment of defective GFM back to the vendor. The contractors Government Property Administrator, shall coordinate with the DCMA Property Administrator to process GFM that has been lost, damaged, or destroyed (LDD).

C.13.2 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 Government will determine whether to formally accept vehicles with GFM shortages, on a case-by-case basis. In the event the contractor wishes to present vehicles with GFM shortages for acceptance, the contractor shall process a conditional acceptance request for approval by the PCO. 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 BAE and DCMA to determine installation effort impact. If the parties determine there is an impact to GFM installation, the contractor shall submit a cost estimate to the Government in accordance with Paragraph C.21, Over and Above Requirements.

C.14 TRANSPORTATION OF WEAPONS

C.14.1 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 the remanufactured or Reset guns and smoke grenade launchers shall be treated as contractor furnished items for all purposes except for vehicle transportation.

C.15 MEETINGS AND MEETING MINUTES

C.15.1 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 Reset of vehicles under this Contract. The minutes may 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.

C.15.2 Post-Award Conference: A post-award conference, to be hosted by the Procuring Contracting Officer, shall be held at the contractors facility within 45 days after Contract award. The contractor shall provide an appropriate location at which to hold the conference. The purpose of the post-award conference is to review the Contract requirements with the contractor, TACOM, and DCMA personnel, and to ensure that all parties fully understand what is expected of them during the Contract period of performance. An agenda for the conference will be distributed to all parties by the PCOs office, approximately three (3) weeks prior to the meeting dates.

C.16 OBSOLESCENCE

C.16.1 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 or 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.17 DEMILITARIZATION

C.17.1 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, but not limited to, 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.17.2 Demilitarization is required in accordance with current demilitarization requirements. These requirements can be obtained through the Federal Logistics Information Service or FedLog.

*C.17.3 Demilitarization shall be the responsibility of the contractor. Under this contract, demilitarization dispositioning through approved Government facilities/depots is allowed provided that the Government facilities/depot agrees. This authorization in no way binds the Government facility/depot to perform demilitarization under this contract.

C.17.4 Any end item (i.e., vehicle) that is not acceptable for Reset under this Contract shall be shipped by the contractor to the appropriate Government depot for inspection and final disposition.

C.17.5 This clause shall be included in all applicable subcontracts.

C.18 USE/ACCESS TO GOVERNMENT SUPPLY SYSTEM

C.18.1 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-ABCT); (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, AWCF) 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-ABCT); (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-ABCT). The contractor may contact the MCA/GFM Office via email (usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil) to check the status of a requisition.

C.18.2 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.18.3 The contractor shall use web PQDR (://www.nslcptsmh.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.18.4 Parts Reporting.

C.18.4.1 The contractor shall initiate a report for all orders placed through the Government supply system (reference CDRL A013). Once the report is generated, the contractor shall forward it, via e-mail, to the Management Control Activity at usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil and furnish a copy to the PM-ABCT GFM Manager for completion, and return to the contractor (e-mail GSDProcurement@baesystems.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-ABCT Logistics facilitator, who shall forward them to the appropriate TACOM office for a response.

C.18.4.2 The following information, including the list of column headings and definitions shown below, shall be included on the report, 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.19 PARTS PLANNING

C.19.1 The updated Bradley Reset specific Production Commitment Plan (PCC) shall be discussed as part of the weekly EPST meeting, in order to assist in planning of parts.

C.20 DEVIATION FROM DIGITAL VIDEO DISTRIBUTION BOX (DVDB) PERFORMANCE SPECIFICATION
C.20.1 The parties agree that a deviation shall be granted under this Contract to allow the contractors DVDB sub-contractor 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.21 OVER AND ABOVE REQUIREMENTS

C.21.1 During performance of this Contract, issues may be identified which need to be resolved in order to meet performance of the Reset of the M2A3/M3A3 and A3 BFIST.The contractor shall resolve these issues 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.21.1.1 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-ABCT engineer, the PM-ABCT 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);
d. Estimated labor hours and material costs;
e. An engineering assessment certifying the vehicle/component will 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.

C.21.1.2 DCMA will, in coordination with the PM-ABCT 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 equalto or exceeds 65 percent of the replacement price);
e. Consider procurement lead time versus repair time in all repair/replace determinations; and
f. Agree to the estimated hours and estimated material costs.

C.21.1.3 As applicable under paragraph C.21.1.1 above, the ACO or the QAR will notify the contractor within three (3) working days regarding whether the work request is authorized. Once such notification is received, a Contract modification will be executed by the PCO. The contractor has no obligation to perform the work until such time as a properly executed modification has been completed.

C.21.2 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.22 VALUE ENGINEERING INCENTIVE PROGRAM

C.22.1 The contractor shall capture and analyze information associated with performance and acceptability of produced vehicles to recommend potential cost saving solutions for Reset. The contractor shall distribute data as necessary to support cost reduction efforts for the Reset of any parts and assemblies which may be candidates for the VE incentive program.

C.22.2 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.22.3 The contractor shall develop and conduct Value Engineering presentations and briefings as required in support of reviews, meetings, and conferences.

C.22.4 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.23 VEHICLE REQUIREMENTS FOR BRADLEY A3 RESET

C.23.1 The Government shall provide a quantity of 146 each A3 Bradley Fighting Vehicle Systems (BFVS) for FY12 Reset, which includes the following vehicle configurations:

a. M2A3 (NSN 2350-01-436-0005): 70 each

b. M3A3 (NSN 2350-01-436-0007): 61 each

c. A3 BFIST (NSN 2350-01-506-0132): 15 each

C.23.1.1 After the vehicles in C.23.1 above are Reset and or converted in accordance with the requirements of C.24 of the Contract, the contractor shall deliver to the Government a quantity of 146 Bradley Fighting Vehicle Systems (BFVS), in the following configurations:

a. M2A3 (NSN 2350-01-436-0005): 131 each

b. A3 BFIST w/FS3 (NSN 2350-01-563-9444): 15 each

C.24 LEVEL 2 RESET REQUIREMENTS FOR EACH BRADLEY A3 VEHICLES

C.24.1 The contractor shall be responsible for shipment of components to repair facilities, vehicle assembly, quality assurance checks, configuration maintenance, current Safety of Use compliance, installation of Individual Unit Identification (IUID) on select components (See Attachment 0001) and vehicle acceptance.

C.24.1.1 RESERVED

C.24.1.2 UID marking clarification. It is not always possible to apply UID markings to components in accordance with drawing requirements. Alternate UID marking methods, materials, and locations that meet the requirements of Mil-Std-130 are acceptable.

C.24.1.3 UID is only required for components that are accessible during the Level II Reset process. The number of components that are required to have UID will vary between vehicles, based on the level of teardown or part replacement that occurs during production.

C.24.2 Receipt of Vehicles for Induction.

C.24.2.1 Vehicles being inducted shall be segregated by variant.

C.24.2.2 Vehicle serial and USA Registration numbers shall be verified at the time of delivery and shall be reported as part of the contractors monthly status report. In the event that the registration numbers on the data plate and the vehicle hull conflict, PM-ABCT will provide guidance.

C.24.2.3 Any documentation which arrives with inbound vehicles shall be retained for record keeping purposes (Log-Books, 2408-9, etc.).

C.24.3 <u>Prior to Beginning Reset Process:</u>

C.24.3.1 Evaluate all inducted vehicles to determine if they are battle damaged. If they are determined to be battle damaged, information on these vehicles shall be reported to the PM Bradley for evaluation and disposition.

C.24.3.2 Collect all Components of the End Item (COEI) from vehicles and segregate with like items. Each vehicle shall ship from the contractors facility with complete vehicle sets of COEI, as defined in TM 9-2350-294-10. For those items deemed obsolete, disposition instructions will be provided by PM Bradley, upon request.

C.24.3.3 PM Bradley shall provide standard disposition instructions for Basic Issue Items (BII). Freight associated for this effort will be paid for by the Government.

C.24.3.4 All floor plates and access covers shall be removed to ensure that each vehicle is free of brass, ammunition, weapons, etc., and then re-installed on the vehicles. The contractor shall perform structural inspection for weld cracks and delamination, in accordance with the appropriate technical manual(s). Ammunition shall be segregated and securely stored, until disposed of in accordance with federal, state and local laws.

C.24.5 <u>Technical Inspections (TIs)</u>:

C.24.5.1 The contractor shall perform TIs, consisting of Weekly, Monthly, Semi Annual, and Annual Preventative Maintenance Checks and Services (PMCS) according to the latest revisions of TMs 9-2350-294-10 and 9-2350-294-23 series technical manuals. All shortcomings or deficiencies on each vehicle, by serial number, shall be corrected, in accordance with Paragraphs C.24.20.1 through C.24.20.3, or by applicable TMs, as required.

C.24.6 The contractor shall paint the vehicles Desert Tan 686.

C.24.7 All A3 Reset 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 0004):

Global Personnel Heater, P/N MIL-PRF-62550/2

Updated z-bar configuration (for BRAT 2) - 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 (M2A3) - (GFM)

57K4506-GFM

DAGR Mounting Kit (GFM)
13499-987-5006-001-GFM - Mounting Base, Electrical Equipment (DAGR GPS RCVR)
13499-987-5007-001-GFM - Mount Adapter, DAGR
13499-013-1981-020-GFM - Remote Antenna 2 (RA-2), DAGR GPS RCVR

Enhanced 25mm Gun P/N 12524600 (BAE Systems P/N 12524600ENH RESET)

BUSK II Kits (GFM*):
Hot Box Restraint System
Bradley Advanced Survivability Seats (BASS)
Armored Commanders Shield (ACS) A3 version
Automatic Fire Extinguishing System (AFES)

BUSK III Kits (GFM):

Bradley Fuel Cell Survivability (BFCS) Kit P/N 57K6650
Bradley Advanced Survivability Seats Driver (BASS-D) for M2 Vehicles Kit P/N 57K6637
Bradley Advanced Survivability Seats Driver (BASS-D) for A3 BFIST Vehicles Kit P/N 57K6674
Turret Advanced Survivability System (TASS) P/N 13023377
Emergency Ramp Release (ERR) Kit P/N 57K6652 (M2A3/M3A3)
Emergency Ramp Release (ERR) Kit P/N 57K6711(A3 BFIST)

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/EPLRS Installation Kits (Hardware only, excludes electrical components. (See GFM list)
SINCGARS Installation Kits, P/N MK-2394/VRC
EPLRS Installation Kits, P/N MK-2520A/VSQ-1

Up-armored Hatches (GFM*)
Drivers 57K1366
Commanders - 12933400
Gunners - 12933362
M2 Cargo 57K1369
M3 Cargo 57K1404-KIT-HDWR-FY08

Turret Ring Armor (GFM*)
P/N 57K0509

Smoke Grenade Launcher, M257 - P/N 13-12-129 (GFM*) The contractor shall test, inspect and Reset in accordance with Reset Drawing RME13-R-129-RESET.

T-161 Double Pin Track (GFM) P/Ns 12496800-82-GFM and 12496800-84-GFM

Block 1 IBAS P/N 13495284

Block 1 CIV P/N 12975314-3 (GFM*) See Attachment 0002

CM/ED M2A3/M3A3 P/N 12488141, A3 BFIST P/N 12488142 (GFM*) The contractor shall Reset in accordance with the scope of work at Attachment 0006.

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

Blue Force Tracking (BFT) A-Kit for M2A3 and M3A3
Mod Kit 57K4818
Blue Force Tracking (BFT) A-Kit for A3 BFIST
Mod Kit 57K6591

Equilibrator

Bradley Urban Survivability Kit (BUSK) components consisting of the following Kits:
Power Line Protection Kit (P/N 4274039), BC Spotlight Kit (P/N 4274038),
IR Filter Kit (P/N 4276531) and shall be boxed and put in the back of the vehicle.

C.24.8 Additional Fleet Standard Items Peculiar to A3 BFIST:

**BUSK II Items (GFM):
FSSO Seat 57K6609
BASS Seat (Jump Seat) - 57K6625
Hot Box 57K6608
Restowage mod kit 57K6619

Fire Support Sensor System (FS3) (A3 BFIST Only) (GFM)
A-kit for the FS3 on A3 BFIST, (kit #57K6621)
B-kit for FS3 on A3 BFIST (GFM)

NOTES:

GFM = on GFM list (see Attachment 0002)
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.24.9 For BUSK II, the contractor shall box the ACS and place it in the back of each vehicle. The contractor shall install FS3 on each A3 BFIST vehicle on the production line. The contractor shall furnish and install the Velcro only for the IBAS/DVE/CIV sight protection kits on each vehicle. The contractor shall box and place in the back of the vehicle the following GFM Sight Protection hardware on each vehicle: 5335-01-551-9424 Wire Fabric, 5335-01-551-9710 Wire Fabric, 5335-01-551-9450 Wire Fabric and 5335-01-551-9710 Mounting Plate. See standard GFM disposition instructions at Attachment 0005 for BUSK I items.

C.24.10 The contractor shall receive vehicles and perform the required level of vehicle inspection, in accordance with all applicable 294-10 and 294-23 series TMs.

C.24.11 RESERVED

C.24.12 The contractor shall develop Reset process requirements based on RM87T0010-R2 and 87T0010 for M2A3 vehicles and RM12466201-R9 and 87T0182 for A3 BFIST vehicles, related DMWR/NMWRs, TMs and current remanufacturing practices. The contractor shall document these Reset 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 also be developed and/or 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.24.13 The vehicles to be delivered under this Contract shall be of the same variants as the seed vehicles provided by the Government (i.e., M2A3 vehicle inducted, M2A3 vehicle delivered), unless otherwise specified as part of the fleet standard modifications, those items affected by the EO/ECP list, or as called out in Section C.26-C.27 of this scope of work.

C.24.13.1 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.24.13.2 Parts missing from the seed vehicles that are part of the vehicle baseline configuration shall be replaced by the contractor with an acceptable configuration part, based on FY10 Level II Reset historical yields. Replacement of missing parts outside of FY10 Level II Reset historical yields will be addressed on a case by case basis. Components with cosmetic imperfections and variances that do not impair component function are acceptable for use. The contractor shall remove any unauthorized field modifications which are not identified in the vehicle TDPs.

C.24.14 Parts removed from Reman vehicles and identified in RM87T0010-R2, RM87T0011-R2, RM12466201-R9, 87T0010, 87T0011, and 87T0182 as mandatory replacement parts shall be evaluated by the contractor to determine if they can be Reset and shall meet the performance requirements as specified herein. Transfer of parts from Reman to Reset programs is permitted, provided they meet quality standards and do not impact production deliveries. When the contractor applies these criteria, the items are considered unique to Reset. In addition, the following items are mandatory replacement parts and items shall be new:

Filters (Power Pack)
NBC Filters

C.24.15 Vehicle acceptance shall be based upon completion of a modified Final Inspection Record (FIR) for each vehicle configuration, as follows:

M2A3	QF87T0010-RESET
A3 BFIST w/FS3	QF87T0182-RESET

The appropriate FIR shall annotate conditions to account for various "as received" component and vehicle configurations or to reflect modified component and vehicle expectations resulting from differences between "as new" versus "as received" components (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.24.16 The Government and the contractor shall utilize the existing Reset Steering Committee to evaluate where opportunities exist to further modify Reset processes, including the FIR, to more effectively and efficiently Reset vehicles (for example, apply 10/20 standards). These modifications shall be presented to the Steering Committee for review. The Reset Steering Committee shall also provide technical guidance where requested to clarify and standardize Reset processes across sites, partners and agencies. The Government Representatives have disapproval authority on changes that may negatively impact fit, function, interchangeability, and vehicle performance. Changes to the processes or procedures agreed to by the Steering Committee may be incorporated into the Contract at the time of PCO approval. The acknowledged goal of the Reset program is to Reset a vehicle to reach 1,500 miles without a major (NMC) fault. For the M2A3 and A3 BFIST vehicles, NMC faults are described in TM-2350-294-10-1 and TM-2350-294-10-2.

C.24.17 Material may be physically commingled and Contract identified either when issued, transferred or by allocation. Reset items that are not functionally equivalent to remanufactured items shall be uniquely identified and stored, issued, and consumed on the Bradley Reset program only.

C.24.18 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.24.18.1 The contractor shall utilize parts Reset under any CLIN of this or any previous Reset Contract, in lieu of new parts, to the maximum extent practicable. The contractor may use new parts in lieu of RESET parts in those instances where the Reset 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.24.19 Bradley Fighting Vehicle RESET Standards for 146 Each A3 Vehicles.

These Reset Standards take precedence over any references to reman drawings in Paragraph C.24.12.

Vehicle Subsystem	Required Reset Standard to Be Used Under This Contract
1. Hull and Turret	The contractor shall separate the hull and turret to facilitate cleaning, inspection, and applicable repair. The sight plate shall remain mated to the turret unless found to be dimensionally discrepant.
2. Suspension	The contractor shall inspect and repair/replace track and road wheels to at least Condition Code B.

The contractor shall install GFM T-161 track on the vehicles.

The contractor shall visually inspect installed road wheels to RM12358464-RESET (Characteristics A, B, C and D). Replace all road wheels that do not meet criteria with new road wheel or used equivalent.

3. Power Pack

The contractor shall remove transmissions from incoming A3 vehicles and ship them to the location provided by the THOR Contract W56HZV-09-C-0098. The transmissions shall be remanufactured/refurbished as needed, in accordance with NWMR 9-2520-281, Revision 2, and will be provided to the contractors facility as GFM. Replacement EAs shall be provided as GFM, as required.

The contractor shall Reset Power Pack components in accordance with Reset Drawings as follows:

Engine (12358911-1R)

Transmission (NMWR 9-2520-281, Revision 2)

Electronic Assembly (EA) P/Ns 12446333-RESET and 12446501 and Shift Tower P/N 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.

The Power Pack (RM12384700) shall be Reset IAW Reset Drawing RM12384700A-RESET.

A3 POWER UNIT, DIESEL RM12465990-A-RESET-S*L1

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 shovel and axe shall be added as required when maintenance platform is removed.

5. NBC System

Inspect and test the NBC system for proper operation IAW the appropriate vehicle FIR.

6. 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 A3 vehicles are received with non-enhanced guns, they shall be provided to the contractor as GFM. Any serviceable, fluted barrel is acceptable.

7. 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 damage. Inspection includes outer head assembly, window frame, window, lower housing assembly and eyepiece pad. Verify eyepiece

swings from side to side and latches into position. Cracks in the ballistic housing, seals, telescope assembly, and connection link hardware are not acceptable. Backup sights shall be overhauled IAW Drawing 9380400-RESET.

8. 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-V-6466.

9. Smoke Grenade Launchers (SGLs) — SGLs shall be inspected, tested, and Reset IAW Reset Drawing RME13-12-90-RESET.

10. BRAT Installation — Remove BRAT Installation Kits from vehicles Kits (IKs) during Reset induction. Route the kits through the Reset and Reconstitution process at RRAD IAW with Statement of Work for Reconstitution of Armor Tile (BRAT) Installation Kits (IK) NSN: 5340-01-537-8673, as described in Attachment 0005.

11.BUSK — If Reset 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 sub-components. The contractor shall furnish and install the Velcro only for the BUSK I Sight Protection (IBAS and DVE).

AFES BASS Hot Box ACS (A3 Version)

A3 BFIST BUSK II Items: The following BFIST Unique BUSK II components shall be provided by the contractor and installed on the vehicles.

FSSO Seat 57K6609
BASS Seat (Jump Seat) - 57K6625
Hot Box 57K6608
Restowage Mod Kit 57K6619

Any A3 common BUSK II components installed on A3 BFIST vehicles shall be removed and Reset by the contractor, rather than being procured new.

The following BUSK III kits shall be provided to the contractor as GFM and the contractor shall install them on the vehicles.

BASS-D TASS ERR BFCS

The contractor shall remove any BUSK III kits from inducted vehicles and disposition them in accordance with the Standard GFM Disposition Instructions in Attachment 0005.

12. Equilibrator — Equilibrators shall have the top bracket made from a welded construction. (Top brackets of a cast construction are not acceptable due to previous failures of that construction method.) Equilibrator shall be fully functional.

13. FS3 — The Contractor shall be provided FS3s B-Kits as GFM (A-Kits provided by Contractor) and shall install the components on A3 BFIST vehicles during the Reset production

process.

14. Gunner's Seat Back — If vehicles are inducted with the seat back in place, the Contractor shall remove the seat back and dispose in accordance with the standard disposition instructions in Attachment 0005.

15. Final Drives — Final Drives shall be inspected IAW the TM. Fluids shall be drained and changed. The input and output seals and associated hardware shall be removed and replaced. (RESET of the Final Drives will be in accordance with the scope as proposed in the Bradley FY12 Reset Revised Proposal for RESET of Final Drives submitted on 10 September 2012).

16. Right Angle Drive — Fluids shall be drained and replaced.

17. Fuel Cap — The contractor shall provide new or re-built fuel caps. If re-built, the contractor may utilize kit P/N 10583, NSN 2590-01-461-5874.

C.24.20 Additional Repair/Replacement Requirements For A3 Vehicles.
The contractor shall utilize the following for instructions regarding additional repairs and replacement requirements for components on A3 Reset vehicles:

C.24.20.1 Bradley A3 Components to be Reset if They Fail Inspection -
(Reference Paragraph C.24.5)

Nomenclature	Reset Drawing Number
TOW Lift Mechanism	RM12292580-RESET
TOW Elevation Drive	RM12292344-RESET
Resolver Shaft	RM12325577-R
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	RM12384668-RESET
Road Arms	RM12296931-RESET
Pre-cleaner	RM-D5-19-2353-RESET
Heater Assembly	RME5-19-1782RESET
25mm Gun Resolver	RM12294651-AR
Back up Sight	RM9380400-RESET
Final Drive	RM12359348-RESET
Gun Gyro	RM12292348-RESET
Turret Gyro	RM12292349-RESET
Vehicle Intercom System (VIS)	RMVIS-RESET

C.24.20.2 Bradley A3 Reset Parts Requiring Mandatory Upgrade

Nomenclature	Part Number(s)
Drivers Switch & Indicator Panel (DSIP) Upgrade to P/N 12512261	12484083
Digital Vehicle Distribution Box (DVDB)*	12484070-1

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

Turret Power Box (A3 BFIST only) 12992104

Lever, Ramp Cylinder 12296746 to 12296746-1

Vehicles shall be equipped with either a new P/N 12296746, forged version, made from 6061 alloy or a new or used P/N 12296746, machined version, or a new P/N 12540579, Revision A, any version.

C.24.20.3 Bradley A3 Reset Parts Requiring Upgrade to New Part Numbers If They Fail Inspection (Reference Paragraph C.26.5)

Nomenclature	Part Number	Replacement Part Number(s)
POSITION INTERFACE BOX (PIB)	12976508-20	12992057-1
POSITION INTERFACE BOX (PIB)	12976042	12992057-1
COMMANDER'S SIGHT CONTROL PANEL (CSCP)	12956549	12992085-1
POWER CONTROL MODULE (PCM)	12462072	12992098
		12992098-1
		12992098-3
GUNNER'S SIGHT CONTROL PANEL (GSCP)	12956550	12992093
		12992093-1
		12992093-3
TURRET PROCESSOR UNIT 2 (TPU2)	12470930	13030352
POWER CONTROL MODULE (PCM2)	12478599	12479532
		12479532-1
		12479532-3
SYSTEM CONTROL BOX (SCB)	12956548	12992083
		12992083-1
		12992083-3
TURRET POWER BOX (TPB)	12956552	12992104
		12992104-1
		12992104-3
GUN CONTROL UNIT (GCU)	12956661	13007291
		13007291-1
		13007291-3
GENERATOR, 400 AMP	12386631	12386631-1

C.25 In the event a failed transmission needs to undergo root cause analysis, and as funded by CLIN (TBD), the contractor shall be authorized to split the power pack to facilitate transmission analysis on site at the contractors York, PA facility by the transmission contractors Field Service Representative (FSR), and to re-mate the engine to the transmission, once the analysis and any required rework has been completed by the transmission contractor.

C.26 VEHICLE REQUIREMENTS FOR CONVERSION OF BRADLEY M3A3 INTO M2A3

C.26.1 The quantity of 61 each Bradley M3A3 vehicles (NSN 2350-01-436-0007) required to be Reset under CLIN 0004 shall be converted into the M2A3 configuration during the Reset process, subject to the changes detailed in C.27 below.

C.26.1.1 After the vehicles in C.26.1 above are Reset and converted in accordance with the requirements of the Contract, the contractor shall deliver to the Government a quantity 61 each Bradley Fighting Vehicle Systems (BFVS), in the following configuration:

M2A3 (NSN 2350-01-436-0005): 61 each (for reference only see Drawing RM87T0010-R2 revision as of contract award plus applicable drawings contained in the latest version of the contractors production drawing list, plus all the ECPs and Eos listed in Attachment 0004)

C.27 CONVERSION OF M3A3 VEHICLES INTO THE M2A3 CONFIGURATION

C.27.1 The contractor shall convert the quantity of 61 each M3A3 vehicles under CLIN 0004 into the M2A3 configuration during the Reset process.

C.27.2 The following components shall be provided as Government Furnished Material (GFM), in addition to those already detailed in Attachment 0002, in order to facilitate the conversion of the vehicles as referenced above. The contractor shall perform any required general minor repairs to the GFM below, as well as the specified tasks identified under each GFM component as follows:

C.27.2.1 M2 Ramp and Ramp Access Door: one (1) each per vehicle. The contractor shall evaluate the Tow Pintle bushings and ball ports on the ramp/ramp access door, and perform any required general minor repairs. The contractor shall provide and install brass catchers and fume extraction system, which require the contractor to add the welded-in connecting tubes through the bulkhead in the drivers compartment area.

C.27.2.2 M2 Up-armored Cargo Hatch: one (1) each per vehicle. The contractor shall conduct a general evaluation and Reset of the GFM M2 cargo hatch to ensure proper sealing and functionality. The contractor shall machine the vehicle hull and make any weld repairs necessary to accommodate the M2 cargo hatch.

C.27.2.3 BUSK II M2 BASS Seats: one (1) set per vehicle. The contractor shall provide and install mounting provisions for the M2 BASS Seats.

C.28 LOADING OF RAIL CARS

C.28.1 The Contractor is authorized to ship, via rail, a quantity of 65 each M2A3 vehicles from CLIN 0001, 5 each A3 BFIST vehicles from CLIN 0003 and 15 each M2A3 Conversion vehicles from CLIN 0004. Funding for loading vehicles onto rail cars is provided on CLINs 0005AA, 0005AB, 0005AC and 0005AD. The Contractor is authorized to submit invoices as vehicles are shipped. The Contractor shall enter the signed rail Bill of Lading in WAWF for DCMA acceptance.

*C28.2 The Contractor is authorized to ship, via rail, a quantity of 46 each M2A3 Conversion vehicles from CLIN 0004. Funding for loading rail cars is provided on CLIN 0005AE. The Contractor is authorized to submit invoices as vehicles are shipped. The Contractor shall enter the signed rail Bill of Lading in WAWF for DCMA acceptance.

*Incorporated / Updated per Modification 14

*** END OF NARRATIVE C0001 ***

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
0005AE	7236B31472	1	A.0009261.1.3.2.3.56	AH	$ 0.00	$ 73,600.00	$ 73,600.00
					NET CHANGE	$ 73,600.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AH	021 201320152033 A5XGJ GZ2400ARU08 3109 L037925164 A.0009261.1.3.2.3.56 021001	$ 73,600.00
	NET CHANGE	$ 73,600.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	$ 113,838,610.03	$ 73,600.00	$ 113,912,210.03

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
0005AE	AH	021 201320152033 A5XGJ GZ2400ARU08 3109 L037925164 A.0009261.1.3.2.3.56 021001