

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 26

2. Amendment/Modification No.

04

3. Effective Date

2014DEC19

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

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

EMAIL: ROBIN.A.JEDRZEJEK.CIV@MAIL.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

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-10-G-0003/0019

10B. Dated (See Item 13)

2013DEC30

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)

SEE SECTION G (IF APPLICABLE)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: _____ As agreed 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)	
		CHARLES E. GRAM III CHARLES.E.GRAM.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)	2014DEC19

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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MOD/AMD 04

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

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ROBIN JEDRZEJEK
Buyer Office Symbol/Telephone Number: CCTA-AHL-A/(586)282-8388
Type of Contract 1: Firm Fixed Price
Kind of Contract: System Acquisition Contracts
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 ***

BOA: W56HZV-10-C-0003
DELIVERY ORDER: 0019
MODIFICATION: 04 PREPARED BY: RAJ

Previous Total Obligated Amount on Contract: \$ 48,349,009.80
Amount of this action: \$ 34,241,841.90
New Total Obligated Amount on Contract: \$ 82,590,851.70

The purpose of bilateral Modification 04 to Basic Ordering Agreement (BOA) W56HZV-10-G-0003, Delivery Order 0019 is to:

1. Procure additional 49 M3A3 to M2A3 Conversion Vehicles and 49 Final Inspection Records (FIRs) in accordance with (IAW) the scope of this contract with BAE Systems Land and Armaments L.P. (BAE).

a. The following negotiated settlement has been incorporated into the Contract:

The parties agree that the total amount of this effort for 49 vehicle conversions and 49 Final Inspection Records (FIRs) is \$ 34,241,841.90.

b. The following references in Section C Statement of Work have been updated, deleted or hereby incorporated per the negotiation agreement as stated above:

i) C.3.2.1 add "No ESOH WG meetings required in 2016."

ii) C.22 delete all references to quantity of 90 each and replace with quantity of 139 each and delete quantity of 27 for T157i track and replace with a quantity 76 for T157i track.

iii) C.22.1 M2A3 (NSN 2350-01-436-0005):replace 90 each with 139 each.

iv) C.23.14 delete "90" and replace with "139".

v) C.26.1 delete "90" and replace with "139" and add "and 0003AA".

2. Update Section B as follows:

a. CLIN 0003AA reflects the negotiated settlement for a quantity of 49 vehicle conversions for \$33,124,886.90

b. CLIN 0004AA reflects the negotiated settlement for a quantity of 49 FIR for \$1,116,955.00.

3. Updated Section E.2.4 to add CLIN 0004AA.

4. Update Section F, Deliveries or Performance, and incorporate into the contract the following:

F.1.3 M3A2 to M2A3 Conversion Vehicles - 49 Option Vehicles and F.1.4 Final Inspection Record (FIR)- 49 Option Vehicles.

5. Update Section J as follows:

i) Attachment 0003 GFM List
ii) Attachment 0004 Waivers and Devations
iii) Attachment 0007 Vehicle Induction Schedule

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iv) Attachment 0009 DD254 - Contract Security Classification Specification

6. Modification 04 constitutes the completed negotiated settlement for the 49 option vehicles and the overall Contract funded value increases by \$34,241,841.90 from \$48,349,009.80 to \$82,590,851.70.

7. All other terms and conditions, except those addressed in this modification, remain unchanged and in full force and effect.

*** END OF NARRATIVE A0005 ***

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
0004	BRADLEY FIR NSN: 9999-99-999-9999																																																																
0004AA	<p><u>FINAL INSPECTION REPORT (FIR)</u></p> <p>COMMODITY NAME: BRADLEY FIR CLIN CONTRACT TYPE: Firm Fixed Price PRON: 7236B31672 PRON AMD: 02 ACRN: AD PSC: 2350</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="5">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV43350001</td> <td>CKOUGA</td> <td>J</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="4"><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>8</td> <td colspan="4">29-FEB-2016</td> </tr> <tr> <td>002</td> <td>10</td> <td colspan="4">31-MAR-2016</td> </tr> <tr> <td>003</td> <td>5</td> <td colspan="4">30-APR-2016</td> </tr> <tr> <td>004</td> <td>7</td> <td colspan="4">31-MAY-2016</td> </tr> <tr> <td>005</td> <td>10</td> <td colspan="4">30-JUN-2016</td> </tr> <tr> <td>006</td> <td>9</td> <td colspan="4">31-JUL-2016</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (CKOUGA) XR BAE SYSTEMS LAND & ARMAMENTS L.P 1100 BAIRS RD YORK, PA, 17408-8975</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-10-G-0003/0019</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV43350001	CKOUGA	J		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	8	29-FEB-2016				002	10	31-MAR-2016				003	5	30-APR-2016				004	7	31-MAY-2016				005	10	30-JUN-2016				006	9	31-JUL-2016				49	EA	\$ 22,795.00000	\$ 1,116,955.00
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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 Conversion of the Bradley M3A3 to the M2A3 configuration 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 convert 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 modified Final Inspection Record (FIR) described in Section E of the contract, the contractor shall provide vehicles free of failures and defects specifically associated with the conversion 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 or replacement of any GFM provided in accordance with Attachment 0003 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.2.1, DD Form 250 Requirements)

C.2 VEHICLE SERIALIZATION REQUIREMENTS

C.2.1 Serial Number and National Stock Number (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 2AGR1620Y.

C.2.1.1 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.2.1.2 The NSN for the vehicles converted from the M3A3 configuration into the M2A3 configuration shall be changed to 2350-01-436-0005.

C.2.1.3 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.2.1.4 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 A015).

C.3 ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH (ESOH)

NOTE: Paragraphs C.3.1 through C.3.6.4 are applicable when a new (non-legacy) component, including new designs, redesigns, upgrades, modifications, and additional hardware added to the system is utilized in the performance of this contract.

C.3.1 ESOH Program. The contractor shall develop, implement, and maintain an ESOH program in accordance with MIL-STD-882E. The ESOH program shall include the following: system safety, occupational health, environmental impact, and hazardous materials management.

C.3.2 ESOH IPTs.

*C.3.2.1 ESOH Working Group (WG): The contractor shall participate in the Governments Bradley Fighting Vehicle System (BFVS) ESOH WG, which is comprised of subject matter experts from the contractor and Government communities whose primary focus is to ensure all ESOH issues and hazards are identified and addressed. The contractor shall provide support to the ESOH WG, to include attending meetings, completing assigned action items, and providing information related to the development of ESOH documentation. During ESOH WG meetings, the contractor shall present ESOH program status and updates, Hazard Tracking System (HTS) status and updates, Hazardous Materials usage status and updates, and other relevant ESOH data. ESOH WG meetings will be held on an annual basis; Continental United States (CONUS) travel required. No ESOH WG meetings required in 2016.

C.3.2.2 ESOH Hazard Review Board: The contractor shall participate in the Governments BFVS ESOH Hazard Review Board, in an advisory capacity. The contractor shall present and discuss issues affecting ESOH program implementation. The contractor shall pursue the issues through completion and close out any in-scope action items assigned. The ESOH Hazard Review Board meetings will be held on a monthly basis (no travel required).

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C.3.2.3 Environmental Management Team (EMT): The contractor shall participate in the Governments EMT, which is a multi-disciplinary group chartered by PM Armor Brigade Combat Team (ABCT) dedicated to addressing environmental issues and supporting the PM ABCT environmental program. This team will include subject matter experts from Government and Industry. The contractor shall provide support to the EMT, to include attending meetings, completing assigned actions items, and providing information related to environmental impact reduction efforts. EMT meetings will be held on an annual basis (CONUS travel required).

C.3.3 Environmental Compliance. The contractor shall comply with all Federal, State, and local environmental laws, regulations, and policies. The contractor shall immediately notify the Procuring Contracting Officer (PCO) if the Government gives any direction that may result in violation of law or regulation.

C.3.4 Hazardous Substances.

C.3.4.1 Asbestos, beryllium, beryllium alloys, cadmium, cadmium alloys, Class I and Class II Ozone Depleting Substances, hexavalent chromium, lead, leaded alloys, mercury, radioactive materials and other Group 1 Agents classified as carcinogenic to humans by the International Agency for Research on Cancer (IARC) Monographs, shall not be present in or on any new (non-legacy) components without Governmental approval. New (non-legacy) components include new designs, redesigns, upgrades, modifications, and additional hardware added to the system. A Radioactive material is defined as any source material, as defined by Title 10, Code of Federal Regulations, Part 40, Domestic Licensing of Source Material, in excess of 0.05 percent by weight.

C.3.4.2 Exceptions to the Hazardous Materials Requirements.

Waivers from the hazardous materials requirements shall not be permissible except where the ESOH Hazard Review Board assesses that a suitable alternative does not exist. When adequate non-hazardous substitutes are not available, the contractor shall notify the Government, by delivery of a Hazardous Substance Waiver Request (CDRL A006). The contractor shall obtain Government approval via a waiver request prior to delivering any BFVS item. Waiver requests shall include detailed technical justification for the use of the prohibited hazardous material. The Government will make the final determination on whether sufficient justification has been provided to support approval of any waiver requests. The Government will consider waivers in these situations on a case by case basis. If a waiver is requested for radioactive material, the Nuclear Regulatory License shall be submitted (if required) with the waiver request.

No waiver request is required for the following:

- a. Cadmium on electrical connectors and back shells used to mate with cadmium electrical connectors on Government Furnished Equipment (GFE)
- b. Chemical Agent Resistant Coating (CARC) primers and topcoats
- c. Lead-acid batteries
- d. Lead solder
- e. Steel containing up to 0.35 % lead by weight
- f. Aluminum containing up to 0.4 % lead by weight
- g. Copper and Brass alloys containing up to 4 % lead by weight
- h. Beryllium and Beryllium alloys used in electrical components
- i. Nickel and Nickel alloys used in electrical components
- j. Mercury containing components compliant with European Union (EU) Directive 2002/95/EC (RoHS)
- k. GFE
- l. Lead in engine bearings

C.3.4.3 Environmental Protection Agency (EPA) Emissions Requirements. The BFVS vehicles are not subject to EPA Motor Vehicle Heavy Duty Diesel Exhaust emission standards or the EPA Non-road exhaust emission standards since the vehicles contain permanent armor protection. This determination is in accordance with 40 CFR, Sections 85.1703, 89.908, and 1068.225.

C.3.4.3.1 EPA Engine Labeling Requirements. The contractor shall comply with the national security exemptions for engine labeling requirements in EPA regulations.

C.3.5 ESOH Program Documentation.

C.3.5.1 Hazard Tracking System (HTS): The contractor shall prepare and maintain a HTS in accordance with MIL-STD-882E, Task 106 (Hazard Tracking System). The HTS shall include the findings from MIL-STD-882E Task 205 (System Hazard Analysis), and Task 210 (Environmental Hazard Analysis). The contractor shall document and track all hazards from identification until the hazard is eliminated or the associated risk is reduced to a level acceptable to the PM-ABCT. The HTS shall include all hazards identified through testing and other analyses in accordance with Severity Categories and Probability Levels provided in Section 4.3 of MIL-STD-882E. The HTS shall be delivered to the Government in accordance with CDRL A007.

C.3.5.2 Safety Assessment Report (SAR). The contractor shall update, maintain, and deliver a SAR in accordance with MIL-STD-882E Task 301. The SAR shall be delivered to the Government in accordance with CDRL A008.

C.3.5.3 System Safety Program Plan (SSPP). The contractor shall update, maintain, and deliver a SSPP in accordance with MIL-STD-882E Task 102. The SSPP shall be delivered to the Government in accordance with CDRL A009.

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C.3.5.4 Health Hazard Analysis (HHA). The contractor shall update, maintain, and deliver an HHA in accordance with MIL-STD-882E Task 207. The HHA shall be delivered to the Government in accordance with CDRL A010.

C.3.5.5 Hazardous Materials Management Report (HMMR). The contractor shall prepare an HMMR in accordance with National Aerospace Standard (NAS) 411, section 4.4. In addition to the hazardous materials delivered and required for operation and support (NAS 411, section 4.4.1), the HMMR shall include hazardous materials used in the system manufacture and assembly. The contractor shall discuss status, changes, and issues with the HMMR as part of the ESOH WG meetings. The HMMR shall be delivered to the Government in accordance with CDRL A011.

C.3.6 Critical Safety Program.

C.3.6.1 Critical Safety Program Definitions.

C.3.6.1.1 Critical Safety Items (CSI): A part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in a probable occurrence of an unsafe condition. Unsafe conditions include conditions which would cause loss or damage to the end item or major component or loss of control or serious injury to personnel. Unsafe conditions relate to hazard severity categories I A-D, II A-C and III A-B of the risk acceptance level definitions in accordance with MIL-STD-882E.

C.3.6.1.2 Critical Safety Characteristics (CSC): Features (i.e., tolerance, finish, material composition, manufacturing, assembly, or inspection process) of product, material, or process, which, if nonconforming or missing, would cause the failure or malfunction of the critical safety item.

C.3.6.2 Identification of Critical Safety Items. The contractor shall clearly identify each CSI and assembly process as such on the engineering top drawing, part drawing, or assembly drawing. The contractor shall also clearly identify the CSC(s) for each CSI as such on the engineering parts, engineering top drawings, part drawings, assembly drawings, or process documentation. The contractor shall ensure that all designated or identified CSCs have an associated control method. The control method shall be either a Statistical Process Control (SPC) with a Process Capability Index (Cpk) greater than or equal to 1.66, or 100% inspection. The contractor shall annotate the control method in the notes for all designated or identified CSCs. The specific method for marking drawings shall be as delineated in MIL-STD-31000 and American Society of Mechanical Engineers ASME Y14.100.

C.3.6.3 Critical Safety Items Data Sources: Identification of CSIs shall be based on the following data sources:

- a. Use of engineering analysis and judgment
- b. Failure Modes and Effects, Criticality Analysis (FMECA) (MIL-STD-1629A)
- c. Safety Assessment and Safety Hazard Analysis (MIL-STD-882E)
- d. Development Testing and Operational Testing results
- e. RAM engineering assessments
- f. Previous experience using like items or designs
- g. Logistics support analysis (LSA) data
- h. Component qualification test results

The contractor shall validate the CSI requirements expressed herein to ensure that all critical safety aspects of the design are accurately depicted on deliverable drawings, and parts or materials operate well below fatigue limits or stress levels. The contractor's validation shall be based on engineering analysis of the CSI characteristics and shall consider design changes, and deterioration through time from use, fatigue life, and operating conditions.

C.3.6.4 Critical Safety Item, Characteristic and Critical Defect Report: The contractor shall update, maintain, and deliver the current Critical Safety Item, Characteristic and Critical Defect Report in accordance with CDRL A012. The contractor shall maintain and update the Critical Safety Item, Characteristic and Critical Defect Report throughout the life of the contract. The contractor shall also reference the CSIs on the vehicle class and division drawing. This list shall be dynamic in nature with changes taking place as experience and knowledge are obtained and design changes are incorporated into the system.

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

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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 RESERVED

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. (Reference CDRL A005)

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 (PCI) for the vehicle system under this contract will consist of: all performance and product specifications, product drawings, CAD drawings and models, approved changes, Remanufacture documents, Reset drawings, production bills of material which were created using Government funding, and software documentation used for design and production of a vehicle and training devices. 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 Defense Federal Acquisition Regulation (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 baseline shall be represented by the latest revision as of Contract award of drawing RM87T0010-R2 and 87T0010, plus applicable drawings contained in the latest version of the contractors Production Drawing List, plus all Engineering Change Proposal (ECP)s, Advanced Drawing Change Notice (ADCN)s and Engineering Order (EO)s listed in Attachment 0005.

C.7.4.1 For the categories of contractor controlled changes set forth below, the contractor shall provide notification and documentation for approval to the Government (see CDRL A018). 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 conversion process utilizing a Reset or 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. (See CDRL A018.)

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 approval with regard to appropriate classification of all Minor and Administrative Non-Design Constraint ECPs, Minor and Administrative Non-Design Constraint ECPs which shall not be executed or implemented without written Government approval of classification. Written approval/disapproval will be provided by the cognizant DCMA representative within three (3) working days. For classification guidance, refer to MIL-STD-3046. The contractor shall be allowed to process Design Constraint ECPs

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as Non-Design Constraint ECPs on an exception basis. Approval to process the Design Constraint ECP as an Non-Design Constraint ECP shall be approved by the respective PM-Bradley engineer and logistics POCs.

C.8 CORROSION PREVENTION AND CONTROL

This section is applicable when a technical or design change to any component or system on the Bradley M3A3 to M2A3 conversion vehicle is required in order to resolve problems which may occur during vehicle production activities.

C.8.1 Corrosion Prevention Advisory Team (CPAT). The contractor shall provide support to the Corrosion Prevention Advisory Team (CPAT), by attending meetings, completing Government assigned action items, informing the CPAT of new corrosion issues and reviewing Engineering Change Proposals (ECPs) and their impact on the corrosion prevention and control of the system. CPAT meetings will be held by the Government on an annual basis in conjunction with the EMT meetings.

C.8.2 Contractor Corrosion Team. The contractor shall establish a Corrosion Control Team (CCT) to manage and integrate corrosion prevention and control throughout the Bradley M3A3 to M2A3 conversion program. The CCT shall be responsible for the following: ensure implementation of Corrosion Prevention and Control (CPAC) requirements in accordance with the project contract, plans, and specifications; ensure implementation of CPAC documentation and submission of documents in accordance with the required CDRL schedule; establish periodic meetings and convene impromptu meetings when a critical or major problem arises which requires action by the CCT or Government Corrosion Prevention Advisory Team (CPAT); and maintain a continuing record of all action items and their resolutions.

C.8.3 Corrosion Prevention and Control Plan (CPCP). The contractor shall develop and maintain a Bradley CPCP in accordance with CDRL A013.

C.9 RESERVED**C.10 SPECIFIC GFM DISPOSITION INSTRUCTIONS**

C.10.1 The contractor shall dispose of or ship parts, assemblies, or subassemblies in accordance with Attachment 0006, Specific GFM Disposition Instructions.

C.11 MODIFICATION WORK ORDERS (MWOs)

C.11.1 During the vehicle technical inspections at induction, the contractor shall note modifications made to the vehicles where a written MWO exists or the MWO is approved and shall be published.

C.11.2 The contractor shall have access to the Logistics Information Warehouse (LIW). The contractor can gain access to the Maintenance Modification Information System (MMIS) system through the LIW at (<https://liw.logsa.army.mil>).

C.11.2.1 For a mass Serial number change in MMIS the contractor shall submit in excel format a list of vehicle Serial numbers OLD and New with registration numbers to (usarmy.redstone.logsa.mbx.tedb@mail.mil).

C.11.2.2 For the M2 BASS Seats being added to the vehicles during the conversion process, the contractor shall prepare an MWO sign off sheet consisting of the MWO number, UIC, End Item NSN OLD and NEW, Part Number, Date Applied, and submit to MMIS (usarmy.redstone.logsa.mbx.mmis@mail.mil).

C.11.2.3 The following MWOs are assumed to be part of the inducted vehicle configuration, with the exception of the M2 BASS Seats, which will be added during the vehicle conversion:

MWO 9-2350-294-55-28	Modification of Hull, BRASS Installation
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)
NEW MWO 9-2350-294-55-24	Busk2 M2 BASS Seat

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

C.12 GOVERNMENT MATERIAL REPORTING

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C.12.1 The contractor, upon receipt of Government owned assets, shall perform an inventory and inspection for kind, count, and condition within 10 working days, except for GFM BUSK III Bradley Fuel Cell System (BPCS) kits, which shall be inventoried and inspected within 60 days after receipt from the Government.. The contractor shall provide notification of receipt to the Government as described in DI-MGMT-80389B, CDRL A004.

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 Data Item Description (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.

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. 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 prepare for shipment to the appropriate original suppliers facility. Shipping charges are not the responsibility of the contractor. The contractors Government Property Administrator shall coordinate with the DCMA Property Administrator to process GFM that has been lost, damaged, or destroyed.

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 Final Inspection Record (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.20, 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 (M242 Enhanced Gun) and Smoke Grenade Launchers (SGLs) shall be considered Government Furnished Property.

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 Administrative Contracting Officer (ACO).

C.15.2 Post-Award Conference: A post-award conference, to be hosted by the contractor, 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 and 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 or 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 and 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 (including parts, components, subassemblies and assemblies, whether title is with the Government or not)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 require demilitarization as prescribed in C.17.2.

C.17.2 Demilitarization is required in accordance with current demilitarization requirements. These requirements can be obtained through

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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 or depots is allowed provided that the Government facility or depot agrees. This authorization in no way binds the Government facility or depot to perform demilitarization under this contract.

C.17.4 This clause shall be included in all applicable subcontracts.

C.17.5 This section does not apply to any items with specific disposition instructions listed on Attachment 0006.

C.18 USE/ACCESS TO GOVERNMENT SUPPLY SYSTEM

C.18.1 The contractor may requisition assets from the Government Supply System through the Integrated Logistics Support Center (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 Operations and Maintenance (OMA), Foreign Military Sales (FMS), Army Working Capital Fund (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 (<https://www.transactionservices.dla.mil/daashome/services.asp>) submit Supply Discrepancy Reports (SDR) upon receipt of items that have shipping discrepancies or are damaged. After accessing the website, go to the left side of the screen and click on "Request for Login ID and Password". Once through the verification screens, scroll down to the link for "WEBSDR", click on the link, and fill out the SAR form to gain access to WEBSDR.

C.18.3 The contractor shall use web PQDR (<http://www.nslcptsmh.csd.disa.mil/>) to submit Product Quality Deficiency Reports (PQDRs) for deficient items and assets that have quality issues. The TACOM POC for PQDRs is Chris Turner at e-mail <mailto:Christopher.o.turner2.civ@mail.mil>.

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 A017). 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

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58-61 Contract Line Item number (CLIN) or Blank
60-63 Subordinate Contract Line Item 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 Enterprise Program Support Team (EPST) meeting, in order to assist in planning of parts.

C.20 OVER AND ABOVE REQUIREMENTS

C.20.1 During performance of this Contract, issues may be identified which need to be resolved in order to meet performance of the Conversion of the M3A3 to a M2A3. 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.20.1.1 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 or 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.

C.20.1.2 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 or repair and approved modification or 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. Consider procurement lead time versus repair time in all repair or replace determinations; and
- f. Agree to the estimated hours and estimated material costs.

C.20.1.3 As applicable under paragraph C.20.1.1 above, the ACO 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.20.2 The contractor shall maintain records, available for Government review, of the funds committed, expended, and disbursed under the clause for each requisition.

C.21 VALUE ENGINEERING (VE) INCENTIVE PROGRAM

C.21.1 The contractor shall capture and analyze information associated with performance and acceptability of produced vehicles to recommend potential cost saving solutions for vehicle conversions. 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.21.2 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.21.3 The contractor shall develop and conduct Value Engineering presentations and briefings as required in support of reviews, meetings, and conferences.

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C.21.4 The contractors value engineering program shall be conducted in accordance with Part 48 of the FAR, Clause 52.248-1, Value Engineering.

*C.22 VEHICLE REQUIREMENTS FOR BRADLEY M3A3 to M2A3 Conversion

*C.22.1 The Government shall provide a quantity of 139 each A3 Bradley Fighting Vehicle Systems (BFVS) for Conversion to M2A3s, which includes the following vehicle configurations:

M3A3 (NSN 2350-01-436-0007): 139 each
- 63 ea. with T161 track
- 76 ea. with T157i track

*C.22.1.1 After the vehicles in C.22.1 above are converted in accordance with the requirements of C.23 of the Contract, the contractor shall deliver to the Government a quantity of 139 Bradley Fighting Vehicle Systems (BFVS), in the following configurations:

M2A3 (NSN 2350-01-436-0005): 139 each

C.23 CONVERSION REQUIREMENTS FOR BRADLEY A3 VEHICLES

C.23.1 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 Item Unique Identification (IUID) on select components (See Attachment 0002) and vehicle acceptance. No UID-marking requirements will be applicable to the Turret.

C.23.1.1 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.23.1.2 IUID is only required for hull components that are accessible during the Conversion 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.23.2 Receipt of Vehicles for Induction.

C.23.2.1 Vehicles being inducted shall be the M3A3 variant.

C.23.2.2 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.23.2.3 Any documentation which arrives with inbound vehicles shall be retained for record keeping purposes (Log-Books, 2408-9, etc.).

C.23.3 Prior to Beginning Conversion Process:

C.23.3.1 Collect all Components of the End Item (COEI) from vehicles and segregate with like items. The contractor shall note any deficiencies in the COEI for each vehicle, as defined in TM 9-2350-294-10. For those items deemed obsolete, disposition instructions will be provided by PM Bradley, upon request.

C.23.3.2 RESERVED

C.23.3.3 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 Hull 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.23.4 The contractor shall paint the vehicles Desert Tan 686.

C.23.5 SALT SPRAY TESTING

C.23.5.1 The contractor and suppliers shall perform all applicable inspections and tests required of a CARC paint system IAW MIL-DTL-53072D. The following exceptions and clarifications apply to required testing IAW MIL-DTL-53072D (Section 4 (Verification)), when a qualified and Government approved Direct to Metal (DTM) paint process is utilized.

C.23.5.2 Corrosion resistance ("Salt Spray") - testing is NOT required when overspraying previously applied CARC paint systems.

C.23.5.3 Corrosion resistance (Salt Spray) testing will be performed IAW MIL-DTL-53072D within 30 days of painting the first production

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unit, and then within the following test frequency: Steel = 6 months, Aluminum = 12 months (if applicable) or if one of the following conditions occur:

a. A major (Class I) change in design that could affect the painting process.

b. A major change in manufacturing processes such that it no longer represents the original production processes (new coating or equipment painters are pre-qualified and would not be considered as a major change).

C.23.5.4 In the event of corrosion resistance test failure, an evaluation shall be performed by the Corrosion Team (CT), made up of both contractor and cognizant DCMA personnel. Test failure will not automatically result in rejections of all products since the last test, but will first be evaluated thoroughly by the CT for determination of root cause. The CT shall assess if the test was valid and determine if any test methodology adjustments are necessary. The CT shall determine disposition, corrective action, and necessary changes to test frequency. In the event the CT is unable to reach consensus, a recommendation will be provided to the PCO by the contractor. The PCO will provide final approval of the CTs recommended course of action.

C.23.5.5 All corrosion resistance (Salt Spray) testing shall be performed at structure and piece part level utilizing test panels representing production paint processes. Test panels shall be produced from the following material: Steel Cold rolled (STEEL, CARBON, CS OR DS TYPE A OR B, Spec ASTM A1008/A1008M); Aluminum 5083/5086 (ALUMINUM, 5083-H32, Spec ASTM B209, Optional Materials: Aluminum, 5086-H32, Spec ASTM B209).

C.23.6 Technical Inspections (TIs):

C.23.6.1 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 Technical Manual (TM) Series 9-2350-294-10 and 9-2350-294-23. All shortcomings or deficiencies on each vehicle, by serial number, shall be reported for PM evaluation and disposition.

C.23.7 The M2A3 vehicles under this Contract include the following fleet standard items (in addition to items already on the ECP and EO list at Attachment 0005). Any deficiencies outside the expected Inspect Repair Only As Necessary (IROAN) replenishment in the below list, discovered during the initial Technical Inspection, shall be reported to the Government for evaluation and disposition:

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) -

57K4506-

Defense Advanced GPS Receiver (DAGR) Mounting Kit** GFM supplied as required

13499-987-5006-001- - Mounting Base, Electrical Equipment

(DAGR Global Position System (GPS)RCVR)

13499-987-5007-001- - Mount Adapter, DAGR

13499-013-1981-020- - Remote Antenna 2 (RA-2), DAGR GPS RCVR

Bradley Urban Survivability Kit (BUSK) I Kits**

BUSK II Kits* Notify Government if missing

Hot Box Restraint System

Bradley Advanced Survivability Seats (BASS)(GFM Mod Kit) - 57K4825

Armored Commanders Shield (ACS) A3 version

Automatic Fire Extinguishing System (AFES) (See paragraph C.23.8 for IROAN requirements.)

BUSK III Kits*

Bradley Fuel Cell Survivability (BFCS) Kit P/N 57K6650

Bradley Advanced Survivability Seats Driver (BASS-D) for M2

Vehicles Kit P/N 57K6637 Turret Advanced Survivability System (TASS) P/N 13023377

Emergency Ramp Release (ERR) Kit P/N 57K6652 (M2A3/M3A3)

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

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Improvised Explosive Device (IED) Armor Suite (vertical and horizontal sponson and belly armor) - P/N 57K4794 (field kits)*

Single Channel Ground and Airborne Radio System (SINGGARS)/ Enhanced Position Location Reporting System (EPLRS), Installation Kits (Hardware only, excludes electrical components.

SINGGARS Installation Kits, P/N MK-2394/VRC*

EPLRS Installation Kits, P/N MK-2520A/VSQ-1*

Up-armored Hatches

Drivers 57K1366*

Commanders - 12933400*

Gunners - 12933362*

M2 Cargo 57K1369*

Turret Ring Armor*

P/N 57K0509

Smoke Grenade Launcher, M257 - P/N 13-12-129**

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

T-157i Bigfoot Track P/Ns 12359466-3 and 12359466-4

Block 1 IBAS P/N 13495284*

Block 1 CIV P/N 12975314-3*

CM/ED M2A3/M3A3 P/N 12488141*

Turret-mounted INU - P/N 12484747-1*

Blue Force Tracking (BFT) A-Kit for M2A3 and M3A3*

Mod Kit 57K4818

NOTE: * = Notify the Government if missing from inducted vehicles.

** = Assumed to be on inducted vehicles; to be provided as GFM if required.

C.23.8 For BUSK II, the contractor shall IROAN and box the ACS and place it in the back of each vehicle. The contractor shall furnish and install the Velcro only for the Drivers Vision Enhanced (DVE) sight protection kits on each vehicle.

C.23.9 The contractor shall develop Conversion process requirements based on RM87T0010-R2 and 87T0010 for M2A3 vehicles, related Depot Maintenance Work Requirements (DMWR)/ National Maintenance Work Requirements (NMWRs), TMs and current manufacturing practices. The contractor shall document these conversion 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.

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

C.23.9.1 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.23.9.2 Hull 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 Reset and Reman historical yields. Replacement of missing hull parts outside of Reset/Reman 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.

C.23.10 The following items are mandatory replacement parts and items shall be new:

NBC Filters

All accessible fluid filter elements on the power pack

C.23.11 Vehicle acceptance shall be based upon completion of a modified Final Inspection Record (FIR) for the vehicle, as follows:

M2A3 QF87T0010-1-CONV (modified as detailed in

Attachment 0010 of the contract)

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The modified 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 modified FIR should be annotated to cover the variations). In the event the vehicle performance does not completely satisfy the requirements of the modified FIR, a Request for Waiver (RFW) may be submitted to the Government for approval.

C.23.12 The Government shall provide the following parts as GFM in the event that the contractor encounters a failed part during production of the conversion vehicles. The contractor shall submit a written request for the part number, including the quantity required and the latest date the part can be provided by the Government without affecting vehicle production.

Nomenclature	Part Number
Turret Ring, Forging	12369776-F
Turret Ring, Forging	12369777-F
Turret Ring, Forging	12369775-F
Intake Grille, Forging	12369778-F
Forging, Lifting Eye	12294243-F1
Bracket, Track Adjuster	12295295-S1*01
Forging Support	12358605-2F
Forging, Lifting Eye	12296804-F
Forging, Shock Mount	12295284-F
Casting, Deflector	12350603-C
Turret Ring, Forging	12369774-F
Casting, Deflector	12350604-C

C.23.13 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.23.13.1 The contractor shall utilize parts Reset or Remanufactured under any CLIN of this or any previous Reset or Reman Contract, in lieu of new parts, to the maximum extent practicable.

*C.23.14 Bradley Fighting Vehicle Conversion Standards for 139 Each M3A3 To M2A3 Vehicles

The below standards take precedence over any references to remanufacture drawings in Paragraph C.23.9.

1. Hull and Turret:

The contractor shall separate the hull and turret to facilitate hull cleaning, inspection, and applicable repair, as specified in the contract. The turret shall be set aside and re-mated to the hull it was removed from, once the hull repairs and conversions have been completed. No additional scope is applicable to the turret.

2. Suspension:

The contractor shall inspect and repair or replace track and road wheels to at least Condition Code B. The contractor shall install T-157i or T-161 track on the vehicles, consistent with the type of track on the incoming vehicles.

3. Power Pack:

The contractor shall remove the power pack from the vehicle prior to conversion. The contractor shall replace fluids and filter elements. The contractor shall inspect for damaged components and damaged components beyond repair, then run the power pack in a test booth to determine it is functional and has no leaks. The contractor shall notify the PCO of any defects and ask for further direction. The power pack shall be re-installed on the vehicle after conversion. No additional scope is applicable.

4. Structures:

Inspect hull for armor integrity and component misalignments to ensure fit and function.

5. NBC System:

The M3A3 NBC system shall be replaced with the M2A3 NBC system. Functional parts that are common between the two configurations shall be re-used. Inspect and test the system for proper operation IAW the appropriate vehicle FIR. Replace filters.

6. 25mm Gun:

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Enhanced Guns and barrel shall be provided as GFM for installation on the vehicles.

7. Hull Periscopes:

Visually inspect periscopes 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. Periscopes not meeting these requirements shall be replaced.

8. Vehicle Exterior:

Complete exterior cleaning, repaint and re-stencil. Repair stripped, damaged or deformed bolts, or bolt holes in hull.

9. BRAT Installation:

Remove BRAT Installation Kits (IKs) from vehicles during Conversion induction and disposition per GFM Specific Disposition Instructions (See Attachment 0006).

10. 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. (IROAN of the Final Drives will be in accordance with the scope as proposed in Delivery Order 0016 (Level 2 removal, Reset, and re-installation of Final Drives)).

11. Right Angle Drive:

Fluids shall be drained and replaced.

12. 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.

13. BUSK III Bradley Fuel Cell System (BFCS) Kits:

The contractor shall install the BFCS Kit (P/N 57K6650) on 10 conversion vehicles that were inducted without them. The kits will be provided by the Government.

C.24 BRADLEY M3A3 TO M2A3 CONVERSION PARTS REQUIRING MANDATORY UPGRADE

<u>Nomenclature</u>	<u>Part Number(s)</u>
---------------------	-----------------------

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, any version.

C.25 RESERVED

C.26 CONVERSION OF M3A3 VEHICLES INTO THE M2A3 CONFIGURATION

*C.26.1 The contractor shall convert the quantity of 139 each M3A3 vehicles under CLIN 0001AA and CLIN 0003AA into the M2A3 configuration during the Conversion process.

C.26.2 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.26.2.1 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.26.2.2 M2 Up-armored Cargo Hatch: one (1) each per vehicle. The contractor shall conduct a general evaluation and Repair 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.26.2.3 BUSK II M2 BASS Seats: One (1) set per vehicle. The contractor shall provide and install M2 BASS Seats on each vehicle.

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C.26.3 The contractor shall perform the following tasks for the 20 additional vehicles inducted for conversion with the base quantity of 70 vehicles, in addition to all the tasks required under C.23 through C.26.

C.26.3.1 The contractor shall remove CREW II from the 20 vehicles.

C.26.3.2 The contractor shall IROAN the T-157i track on the 20 vehicles.

C.26.3.3 The contractor shall provide reset and upgrade of 16 Digital Vehicle Distribution Boxes (DVDBs) and reset only of four (4) DVDBs.

C.26.3.4 Replace upper fuel tank, Part Number 12294815, on all 20 vehicles.

C.27 SECURITY

C.27.1 Security Requirements: The contractor shall provide for the security of classified and unclassified information, data, hardware, and software generated for the program or provided to the program. The contractor shall comply with and provide security procedures and processes to satisfy the security requirements identified in the PM ABCT DD Form 254 (Contract Security Classification Specification, Section J, Attachment 0009 and CDRLs listed in this section). To preserve national security interest, the contractor shall ensure all aspects of the contract and work performed are evaluated for conformance with security procedures and standards. The contractor shall ensure the security requirements and guidelines contained in section C.27 is flowed down to U.S. subcontractors, teammates and consultants.

C.27.2 Controlled Unclassified Information (CUI) Requirements: CUI provided to or generated pursuant to this contract shall be protected. The procedures for the protection of CUI are outlined in the CUI attachment (Section J, Attachment A of the DD Form 254, which is Attachment 0009 of this contract).

C.27.3 RESERVED

C.27.4 Protection and Disclosure of Information - Public Release Requests:

(1) Except for Bradley Fighting Vehicle Systems (BFVS) Program information previously approved for public release by the Government under the PM ABCT, the Contractor shall not release any BFVS Program information regarding the work performed under this contract outside of (i) the United States Government, (ii) its own facility, (iii) its subcontractors performing BFVS work at any tier, (iv) Associate contractors, at any tier, and (v) any other individual or entity that is contractually bound to protect BFVS Program Information from public release without first obtaining approval for Public Release. BFVS information is any Program information on the BFVS effort. Refer to the BFVS Security Classification Guide (Section J, Attachment 0009) on public release of information for additional information.

(2) The contractor shall send all such requests for public-release approval to the PCO in accordance with DFARS Clause 252.204-7000 for a review by BFVS technical and Security Office personnel, culminating in a determination by the PCO, or authorized representative. The PCO, or authorized representative, will, after appropriate review, wither authorize or reject the request to disseminate BFVS Program information publicly. Note that authorization may be given contingent on specified changes being made to the material for which public release has been requested. Subcontractors and associate contractors shall submit such public release requests through the prime contractor.

C.27.5 Operations Security (OPSEC) Requirements: The contractor is not required to produce an OPSEC Plan. All U.S. contractors with access to CUI or classified information shall be required to follow the ABCT OPSEC Plan. To ensure contractors have cognizance of the ABCT OPSEC Plan, all U.S. contractors shall provide OPSEC training for all BFVS personnel.

*Incorporated/Updated per Modification 04

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACT QUALITY SYSTEM/PRODUCT ASSURANCE PROGRAM PLAN

E.1.1 The contractor shall implement and maintain a Quality System in accordance with ISO 9001-2008 or equivalent, as further defined by the contractors Product Assurance Program Plan (PAPP), Revision F, dated 19 Nov 2009 (reference CDRL A019). Changes to the plan require Procuring Contracting Officer (PCO) approval. If there are discrepancies between the plan and the requirements/provisions of the Contract, the Contract requirements shall prevail.

E.2 DD 250 REQUIREMENTS

E.2.1 Vehicle Acceptance. The contractor shall be responsible for providing vehicles meeting the requirements of their performance specifications, and other requirements contained herein, specific to the conversion scope via the modified FIR, reference Attachment 0010. The final Material Inspection and Receiving Report (DD Form 250) shall be signed upon Government acceptance at the contractor's facility.

E.2.2 The contractor shall perform a modified Final Inspection Record (FIR) against all M3A3 to M2A3 conversion efforts under this contract, in accordance with the modified FIR described in Section E.3.1.

E.2.3 After vehicle inspection and acceptance to the modified FIR, the contractor shall, within 60 days after DD 250 acceptance of each vehicle, perform the remainder of the tasks in FIR QF87T0010-RESET. The contractor shall provide the Government with a report of discrepancies noted for each vehicle (CDRL A016) no later than 30 days after completion of the full FIR.

*E.2.4 Final Inspection Record (FIR) CLIN 0002AA and 0004AA:

BAE Systems will enter a DD250 combo into WAWF for acceptance and invoice at time of report submittal for DCMA approval. CDRL submittal letter will be included in WAWF for evidence of completion.

E.3 INSPECTION, ACCEPTANCE, AND TESTING

E.3.1 All conversion vehicles shall meet the performance requirements contained in the Modified Final Inspection Record (FIR):

Vehicle	FIR
M2A3	QF87T0010-1-CONV

E.4 INSPECTION NOTIFICATION

E.4.1 The contractor shall provide advance notification to the cognizant DCMA office at a minimum of five (5) working days prior to submitting a vehicle for inspection.

E.5 QUALITY ASSURANCE

E.5.1 Non-Conforming Material Material Review Board (MRB). The contractor shall establish a process to determine disposition of non-conforming material. As a minimum, non-conformances proposed by the contractor for disposition as Use-As-Is or Repair shall be processed by a MRB. MRB membership (and Preliminary Review Board/Team (PRB/T) if utilized) shall include contractor personnel and a Government representative from the cognizant DCMA activity. Should the contractor utilize a PRB/T process, that board/teams authority shall be limited to only minor non-conformances (as defined in E.5.3.3) and dispositions other than Use-As-Is and Repair. The Government reserves the right to review any or all MRB and PRB/T processes, procedures and documentation at its discretion.

E.5.1.1 Request for Variance (RFV). All non-conformances processed by a MRB with resulting dispositions of Use-As-Is or Repair shall require the generation of a RFV in accordance with CDRL A014. An RFV classified as Minor shall require approval from a designated government representative of the cognizant DCMA activity prior to use of the non-conforming material. An RFV classified as Major or Critical shall require PM-ABCT Configuration Control Board (CCB) review/concurrence and subsequent PCO approval prior to use of the non-conforming material. RFV classifications shall be based on the definition of the associated non-conformance (Reference E.5.3.)

E.5.2 Repairs, Standard and Non-Standard. Should the contractors Quality Management System (QMS) procedures allow the use of both standard and non-standard repairs for non-conforming material, both shall be processed by a MRB.

E.5.2.1 Standard Repairs. Standard repairs shall require the use of a documented, Government approved, Standard Repair Procedure (SRP). After processing by a MRB, the SRP does not require Government approval prior to use. Repairs which take place as part of, or embedded within a special process (ex., weld procedures and codes), are not considered a SRP relative to this clause.

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E.5.2.2 Non-Standard Repairs. After processing by a MRB, Non-Standard repairs shall require the submittal of a RFD/RFV as per E.5.1.1 (Request for Deviation/Variance).

E.5.2.3 For all repairs executed, both Standard or Non-Standard, the contractors documented procedures shall specify all inspections and tests required upon completion of the repair. Development and use of repair procedures does not relieve the contractor from the requirement to perform effective preventive action, corrective action and continuous process improvement. The Government reserves the right to reject the material after repair. Use of any repair procedure is solely at the contractors risk.

E.5.3 Definition of Non-conformances. Unless otherwise defined or specified in the systems, sub-systems, components, or parts associated technical data, specifications, or other requirements, the following definitions apply:

E.5.3.1 Critical Non-conformance. A non-conformance that is likely to result in a hazardous or unsafe condition for individuals operating, maintaining, or transporting the item or will likely result in catastrophic failure or damage or prevent performance of a vital function of the item.

E.5.3.2 Major Non-conformance. A non-conformance, other than critical, that is likely to result in degradation of an essential function or cause degraded usability of the item for its intended purpose.

E.5.3.3 Minor Non-conformance. A non-conformance, other than major or critical, that is NOT likely to result in degraded usability of the item for its intended purpose and/or is a departure from established requirements having minimal effect on: form, fit, function, maintainability, reliability, durability, and performance of the item.

E.5.4 The Contractor shall develop and maintain a data system for recording and analyzing nonconformance information. Typical data captured/analyzed are:

- Quantity of nonconforming items
- Recurrences (number and type)
- Cause determinations
- Corrective actions (status and delinquent actions)
- Dispositions (number and type)
- Costs related to each type of disposition (ex., rework, repair and scrap)

*Updated per Modification 04

*** END OF NARRATIVE E0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 M3A3 TO M2A3 CONVERSION OF BRADLEY VEHICLES DELIVERY SCHEDULE

<u>CLIN</u>	<u>Quantity</u>	<u>Configuration</u>	<u>Destination/DODAAC</u>	<u>DD250 Date</u>
0001AA	5	M2A3	Ft. Hood, TX/W9104T	28 FEB 2015
0001AA	10	M2A3	Ft. Hood, TX/W9104T	31 MAR 2015
0001AA	12	M2A3	Ft. Hood, TX/W9104T	30 APR 2015
0001AA	9	M2A3	Ft. Hood, TX/W9104T	31 MAY 2015
0001AA	10	M2A3	Ft. Hood, TX/W9104T	30 JUN 2015
0001AA	13	M2A3	Ft. Hood, TX/W9104T	31 JUL 2015
0001AA	5	M2A3	Ft. Hood, TX/W9104T	31 AUG 2015
0001AA	12	M2A3	Ft. Hood, TX/W9104T	30 SEP 2015
0001AA	12	M2A3	Ft. Hood, TX/W9104T	31 OCT 2015
0001AA	2	M2A3	Ft. Hood, TX/W9104T	30 NOV 2015

The Government will provide a TAC Code for the above destination when one becomes available.

F.1.2 Final Inspection Record (FIR)

<u>CLIN</u>	<u>Qty</u>	<u>DD250 Date</u>
0002AA	5	31 MAY 2015
0002AA	10	30 JUN 2015
0002AA	12	31 JUL 2015
0002AA	9	31 AUG 2015
0002AA	10	30 SEP 2015
0002AA	13	31 OCT 2015
0002AA	5	30 NOV 2015
0002AA	12	31 DEC 2015
0002AA	12	31 JAN 2016
0002AA	2	28 FEB 2016

*F.1.3 M3A3 to M2A3 Conversion of Bradley Vehicles - 49 Option Vehicles

<u>CLIN</u>	<u>Quantity</u>	<u>Configuration</u>	<u>Destination/DODAAC</u>	<u>DD250 Date</u>
0003AA	8	M2A3	Ft.Hood, TX/W9104T	30 NOV 2015
0003AA	10	M2A3	Ft.Hood, TX/W9104T	31 DEC 2015
0003AA	5	M2A3	Ft.Hood, TX/W9104T	31 JAN 2016
0003AA	7	M2A3	Ft.Hood, TX/W9104T	28 FEB 2016
0003AA	10	M2A3	Ft.Hood, TX/W9104T	31 MAR 2016
0003AA	9	M2A3	Ft.Hood, TX/W9104T	30 APR 2016

*F.1.4 Final Inspection Record (FIR)- 49 Option Vehicles

<u>CLIN</u>	<u>Qty</u>	<u>DD250 Date</u>
0004AA	8	28 FEB 2016
0004AA	10	31 MAR 2016
0004AA	5	30 APR 2016
0004AA	7	31 MAY 2016
0004AA	10	30 JUN 2016
0004AA	9	31 JUL 2016

F.2 FOB POINT

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F.2.1 The FOB POINT for all vehicles to be delivered under this Contract is ORIGIN.

*F.2.2 Vehicles shall be delivered under CLIN 0001AA and 0003AA.

*F.2.3 The FOB Point for FIRs conducted and vehicle discrepancy reports delivered under CLIN 0002AA and 0004AA is Origin.

F.3 DODAACs FOR DELIVERY ORDER 0019

DODAAC: CK0UGA

CAGE: 06085

BAE SYSTEMS LAND & ARMAMENTS, L.P.

US COMBAT SYSTEMS-GROUND SYSTEMS

1100 BAIRS ROAD

YORK, PA 17408-8975

DODAAC: CK0UGB

CAGE: 5QTP8

BAE SYSTEMS LAND & ARMAMENTS, L.P.

US COMBAT SYSTEMS-GROUND SYSTEMS

1100 N. BOUNDARY ROAD

NEW BOSTON, TX 75507-6807

DODAAC: W9104T

PM-ABCT

Material Fielding Team

Building 1958, T.J. Mills Rd and North Ave

Attn: Bill Beamer/Jerry Van Fleet

Phone: 254-289-0198

Ft. Hood, TX 76544-5060

*Incorporated per Modification 04

*** END OF NARRATIVE F0001 ***

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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
0003AA	7236B31772	1	A.0009261.1.3.2.3.58	AC \$	0.00 \$	33,124,886.90 \$	33,124,886.90
0004AA	7236B31672	1	A.0009261.1.3.2.3.57	AD \$	0.00 \$	1,116,955.00 \$	1,116,955.00
NET CHANGE						\$	34,241,841.90

ACRN	ACCOUNTING CLASSIFICATION					INCREASE/ DECREASE
AC	021 201320152033	A5XGJ GZ2400ARU08	3109 L038180914	A.0009261.1.3.2.3.58		021001 \$ 33,124,886.90
AD	021 201320152033	A5XGJ GZ2400ARU08	3109 L038180778	A.0009261.1.3.2.3.57		021001 \$ 1,116,955.00
NET CHANGE						\$ 34,241,841.90

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 48,349,009.80	\$ 34,241,841.90	\$ 82,590,851.70

LINE	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION		
0003AA	AC	021	201320152033	A5XGJ GZ2400ARU08	3109 L038180914 A.0009261.1.3.2.3.58 021001
0004AA	AD	021	201320152033	A5XGJ GZ2400ARU08	3109 L038180778 A.0009261.1.3.2.3.57 021001

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0003	GFM LIST	10-DEC-2014		DATA
Attachment 0004	WAIVERS AND DEVIATIONS	10-DEC-2014		DATA
Attachment 0007	VEHICLE INDUCTION SCHEDULE	10-DEC-2014		DATA
Attachment 0009	DD FORM 254 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION	10-DEC-2014		EMAIL

ATTACHMENT 0003 GOVERNMENT FURNISHED MATERIAL (GFM) LIST
 M2A3 CONVERSIONS
 VEHICLE QUANTITY: 139 EACH

NSN	PART #	NOMENCLATURE	QTY
5342-01-230-0217	12350880	M2 UP-ARMORED CARGO HATCH	139***
2510-01-105-6453	12295729	M2 RAMP AND ACCESS DOO	139***
1040-01-095-0091	E13-12-90	SMOKE GRENADE LAUNCHERS	(As Reqd)
5995-01-541-1770	12466033-3/12466033-4	COLOR FLAT PANEL DISPLAY	278(**)***
7021-01-554-2707	9800-07060-9030	JV5 CPU	139***
1005-01-133-8405	12524520	25MM CHROME BARREL	139***
1005-01-454-0396	12524600	25MM ENHANCED WEAPON	139***
	57K6650	BRADLEY FUEL CELL SYSTEM	10
6650-01-548-0297	4276531	BUSK I IR FILTER ASSEMBLY	10
Unknown	4274038	BUSK I BC SPOTLIGHT KIT	10
2910-01-162-2142	12535649	LOWER FUEL TANK ASSEMBLY	14***
	A3205748	VIS Monitor	96***

*NOTE 1: The JV5 CPUs shall be removed from inducted vehicles and shipped to BAE York for re-installation in the vehicles. The contractor shall notify the Government if any of the CPUs are unserviceable, and a replacement will be provided by the Government.

NOTE 2: Serviceable Color Flat Panel Display, Part Numbers 12466033-3 (*) and 12466033-4, removed from inducted vehicles, shall be shipped to BAE York for reinstallation in the conversion vehicles. The contractor shall notify the Government if any of the CFPDs are unserviceable and a replacement will be provided by the Government. Additional CFPDs shall be provided for installation in vehicles as needed.

***Updated in Modification 04

Following is additional GFM/GFE provided for use or consumption under the contract:

NSN	PART #	NOMENCLATURE	QTY
NO NSN	CE-331	CHERRY PICKER, 800 LBS CAP. LIFT, SERIAL NUMBERS 56 & 58	2
2530-01-310-2237	12358464	WHEEL, SOLID RUBBER TIRE	363
7025-01-541-7694	9800-17925-9000	SOLID STATE HARD DRIVE, 40 GB	8
5810-01-348-4675		CABLE RS-232 9 PIN TO 6 PIN	1

From PCO letter: GFM transfer request from DO 04_05_09_27_31_47 to DO 19 - 3 April 14:

Losing Contract	PART #	NOMENCLATURE	QTY	Case #
W56HZV-05-G-0005/0004	A3206612-3-GFM 5965014532684, CVC VIC3	HEADSET-MICROPHONE, LARGE, NSN	45	S0604A-1044
W56HZV-05-G-0005/0005	12524520-GFM-SL	SLAVE 25 MM BARREL	5	S0604A-1054
W56HZV-05-G-0005/0009	02-2800391-1-GFM	V1/V2 2GB SSRHDD	1	S0604A-1064
	02-2801176-1-GFM	STAND-ALONE COMPUTER UNIT-2	1	
	02-2801240-1-GFM	RHDD, SCU 48GB 2.5''	2	
	12524520-GFM-SL	SLAVE 25 MM BARREL	30	
	5995-01-386-9109	CABLE ASSEMBLY	9	
	822-1873-001-GFM	NAVIGATION SET, SATELLITE SIGNALS	3	
	822-1873-002-GFM	NAVIGATION SET	2	
	A3013355-1-GFM	ANTENNA MANPACK	1	
	A3206020-GFM	CABLE ASSY, CX-13479/VRC, 6FT.	353	
	A3206612-3-GFM	HEADSET-MICROPHONE, LARGE, NSN 5965014532684, CVC VIC3, CECOM-	1	

W56HZV-05-G-0005/0027	A3256600-1-GFM	SINGARS VEH AMPLIFIER ADAPTER	6	
	12524507-GFM-SL	25MM BARREL	1	S0604A-1074
	12524520-GFM-SL	SLAVE 25 MM BARREL	2	
W56HZV-05-G-0005/0031	5965-00-043-3463-GFM	HANDSET	2	S0604A-1084
	5965-01-549-6390-GFM	HANDSET	1	
	A3206020-GFM	CABLE ASSY, SPEC PURP, ELECTRICAL	545	
***	12359466-3GFM	Track, Shoe, Vehicular	23	S0604A-5214
***	12359466-4GFM	Track, Shoe, Vehicular	11	S0604A-5214
W56HZV-05-G-0005/0042				
***	12524600ENH-R-GFM	25MM Enhanced Weapons	56	S0604A-6414
W56HZV-05-G-0005/0047				
	A3256600-1-GFM	SINGARS VEH AMPLIFIER ADAPTER	1	S0604A-1094
	A3206020-GFM	CABLE ASSY, CX-13479/VRC, 6FT	5	
***	12524600ENH-R-GFM	25MM Enhanced Weapons	9	S0604A-6424

From PCO letter: Transfer GFM from DAAE07-01-C-M016 to DO 0019 - 3 April 14:

Losing Contract	Part Number/NSN	QTY	Description	Case #
DAAE07-01-C-M016	02-2777324-1-GFM	1	RHDD, 30GB	S0604A-0984
	02-2777324-3-GFM	1	SCU, HD	
	02-2781602-1-GFM	2	STANDARD COMPUTER UNIT (SCU)	
	09-2757123-355-GFM	1	CABLE, ADPATER, V2 SCU Y	
	10-2783526-1-GFM	1	V1 SCU AC/DC PWR ADAPTER ASSY	
	12293184-GFM-NGP	1	(AP)EXTING, FIRE, NITROGEN	
	12297014-GFM-NGP	1	(AP) CYL, COMPRESSED NITROGEN	
	12329204-GFM	1	M182 DETECTOR MOUNT	
	12389490-GFM	1	SHIFT TOWER ASSEMBLY	
	12524300SLGFM	9	25MM RECEIVER SLAVE	
	12524520-GFM	7	25MM CHROME BARREL	
	12524520-GFM-SL	12	SLAVE 25 MM BARREL	
	1260-01-073-5878-GFM	1	ANCILLARY EQUIP	
	13220200-GFM	1	NIGHT SIGHT	
	13494811-1-GFM	1	MCS TO TML#1 CABLE ASSY	
	2W134-GFM-S	1	CABLE ASSEMBLY (2W134)	
	5810-01-026-9618	2	ELECT. TRANS. DEVICE (CLASSIFIED)	
	5855-01-394-7125-GFM	1	AN/VAS-5 DRIVER'S VISION ENHANCER	
	5965-00-043-3463-GFM	7	HANDSET	
	5995-01-386-9109-GFM	2	CABLE ASSEMBLY	
	5995-01-513-5629-GFM	2	CABLE, SCU SINGARS	
	6120-01-513-4506-GFM	1	CABLE, SCU, POWER ADAPTER	
	7025-01-026-9620	1	GEN. PURPOSE (CLASSIFIED) SERIAL NO.47635 TAPE READER	
DAAE07-01-C-M016	822-1873-001-GFM	1	NAVIGATION SET, SATELLITE SIGNALS	
	987-5180-001-GFM	1	CABLE, CRYPTO KEYFILL ADAPTER	
	A3013355-1-GFM	1	ANTENNA MANPACK	
	A3206612-3-GFM	2	HEADSET-MICROPHONE, LARGE, NSN 5965014532684, CVC VIC3	
	A3210709-GFM	1	DELTA VIS KIT BFIST	
	A3256600-1-GFM	3	SINGARS VEH AMPLIFIER ADAPTER	
	A3256669-1-GFM	7	BRACKET, MOUNTING	
	BFIST-BII-MOCK-KIT-GFM	1	ASST MOCK UP PARTS	
	RT-1523E(C)/U-GFM	7	RECEIVER / TRANSMITTER	
	12293184-GFM-NGP	1	EXTINGUISHER, FIRE	
	12297014-GFM-NGP	1	(AP) CYL, COMPRESSED NITROGEN	
	12524300SLGFM	10	25MM RECEIVER SLAVE	
	13494811-1-GFM	5	MCS TO TML#1 CABLE ASSY	
	5995-01-386-9109-GFM	1	CABLE ASSEMBLY	
	A3206020-GFM	135	CABLE ASSY, CX-13479/VRC, 6FT.	
	A3206612-3	3	HEADSET-MICROPHONE	

BAE is authorized rent-free, non-interference use of the above material, as required, on BOA W56HZV-10-G-0003, Delivery Orders 0010 and 0016.

From PCO letter: Transfer GFM from W56HZV-05-G-0005, Delivery Orders 0001 0002 0003 to W56HZV-10-G-003, Delivery Order 0019 - 2 April 14:

Losing Contract:

W56HZV-05-G-0005/0001

NSN	PART #	NOMENCLATURE	QTY	Case #
1005-01-350-5264	12524507	25MM BARREL (UNSERVICEABLE)	10	S0604A-0994
5965-00-043-3463		HANDSET	08	
5995-01-521-3185	987-5180-001	CABLE, CRYPTO KEYFILL ADAPTER	04	
5340-01-456-7985	A3256669-1	BRACKET, MOUNTING	03	
6140-01-490-4316	BB-2590/U	BATTERY	15	
Unknown	714000-5	MSD COMPUTER	07	
5895-01-444-1218	A3256600-1	SINGARS VEH AMPLIFIER ADAPTER	02	
6130-01-495-2839	PP-8498/U	BATTERY CHARGER	01	

Losing Contract:

W56HZV-05-G-0005/0002

NSN	PART #	NOMENCLATURE	QTY	Case #
5995-01-386-9109	A3206020	CABLE ASSY, CX-13479/VRC, 6FT	08	S0604A-1024

Losing Contract:

W56HZV-05-G-0005/0003

NSN	PART #	NOMENCLATURE	QTY	Case #
5995-01-513-4629	09-2757123-355	CABLE, ADPATER, V2 SCU Y	02	S0604A-1034
1260-01-046-2838	11507967	TRIPOD WITH BACK PACK	01	
Unknown	11559391	BATTERY CARRYING CASE	01	
1260-01-126-4478	13090504	BACK PACK	01	
6120-01-513-4506	28-2781510-1	CABLE, SCU POWER ADAPTER	02	
5850-01-227-5482		CASE, COLLIMATOR SET	01	
6145-01-155-4258		CABLE, TELEPHONE	01	
6665-00-136-7182		ALARM MOUNTING BRACKET	01	
7045-01-346-7605	702377	COMPUTER CASE	01	
8465-01-117-8699	MIL-B-829	DUFFEL BAG	03	
8415-01-327-5349	MIL-S-43926	CHEMICAL SUIT PROTECTIVE (MED)	03	
5985-01-063-1574	SM-D-944750	ANTENNA ELEVATOR GROUP	01	
5855-01-143-9397	SM-D-969136	VEH. POWER CONDITIONER ASSY.	01	
5855-01-143-4470	SM-D-969142	BATTERY POWER CONDITIONER	02	
Unknown	SM-D-969143	FIELD HANDLING CASE	01	

From email:

5895-01-174-2462	SM-D-804553	CAP, LENS	01	
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WAIVERS AND DEVIATIONS

<u>Waiver/ Deviation</u>	<u>Description</u>	<u>Effective Through</u>
G003-D-030	Slip Ring Connecting Link Adjustment Issue	Full Contract
G003-D-034	MCSU Neutron Fluence	Full Contract
G003-D-048	Push Pull Cable 12350509-1/Vendor not on Drawing	Full Contract
G003-W-024	Bradley Perf Spec Issues-Ground Clearance	Full Contract
G003-W-025	RESET Road Wheel DIM Paint (No Wash Primer)	Full Contract
G003-W-030	EMI Non-Conformance GCU	Full Contract
*G003-D-051	Final Inspection Record impact due to added IED armor weight	Full Contract

*Added in modification 04

Attachment 0007
 Bradley FY13 M3 to M2 Conversion
 Vehicle induction Schedule

<u>Vehicle Cum #</u>	<u>Required date for Induction</u>	<u>Vehicle Cum #</u>	<u>Required date for Induction</u>
1	26-Feb-2014	71	22-Oct-2014
2	3-Mar-2014	72	27-Oct-2014
3	5-Mar-2014	73	29-Oct-2014
4	10-Mar-2014	74	3-Nov-2014
5	12-Mar-2014	75	10-Nov-2014
6	17-Mar-2014	76	17-Nov-2014
7	19-Mar-2014	77	24-Nov-2014
8	24-Mar-2014	78	1-Dec-2014
9	26-Mar-2014	79	8-Dec-2014
10	31-Mar-2014	80	15-Dec-2014
11	2-Apr-2014	81	18-Dec-2014
12	7-Apr-2014	82	7-Jan-2015
13	9-Apr-2014	83	14-Jan-2015
14	14-Apr-2014	84	21-Jan-2015
15	16-Apr-2014	85	26-Jan-2015
16	21-Apr-2014	86	28-Jan-2015
17	24-Apr-2014	87	2-Feb-2015
18	29-Apr-2014	88	9-Feb-2015
19	1-May-2014	89	16-Feb-2015
20	6-May-2014	90	23-Feb-2015
21	8-May-2014	91	25-Feb-2015
22	13-May-2014	92	2-Mar-2015
23	15-May-2014	93	4-Mar-2015
24	20-May-2014	94	9-Mar-2015
25	22-May-2014	95	11-Mar-2015
26	28-May-2014	96	16-Mar-2015
27	2-Jun-2014	97	18-Mar-2015
28	4-Jun-2014	98	23-Mar-2015
29	9-Jun-2014	99	25-Mar-2015
30	10-Jun-2014	100	30-Mar-2015
31	12-Jun-2014	101	1-Apr-2015
32	17-Jun-2014	102	6-Apr-2015
33	19-Jun-2014	103	8-Apr-2015
34	24-Jun-2014	104	13-Apr-2015
35	26-Jun-2014	105	15-Apr-2015
36	1-Jul-2014	106	20-Apr-2015
37	3-Jul-2014	107	22-Apr-2015
38	9-Jul-2014	108	27-Apr-2015
39	14-Jul-2014	109	29-Apr-2015
40	16-Jul-2014	110	4-May-2015
41	21-Jul-2014	111	6-May-2015
42	23-Jul-2014	112	11-May-2015
43	28-Jul-2014	113	13-May-2015
44	30-Jul-2014	114	18-May-2015
45	4-Aug-2014	115	20-May-2015
46	5-Aug-2014	116	27-May-2015
47	7-Aug-2014	117	1-Jun-2015
48	12-Aug-2014	118	3-Jun-2015
49	14-Aug-2014	119	8-Jun-2015
50	19-Aug-2014	120	10-Jun-2015
51	21-Aug-2014	121	15-Jun-2015
52	26-Aug-2014	122	17-Jun-2015
53	28-Aug-2014	123	22-Jun-2015
54	3-Sep-2014	124	24-Jun-2015
55	9-Oct-2014	125	29-Jun-2015
56	9-Oct-2014	126	1-Jul-2015

57	9-Oct-2014	127	6-Jul-2015
58	9-Oct-2014	128	8-Jul-2015
59	9-Oct-2014	129	13-Jul-2015
60	9-Oct-2014	130	15-Jul-2015
61	9-Oct-2014	131	20-Jul-2015
62	9-Oct-2014	132	22-Jul-2015
63	9-Oct-2014	133	27-Jul-2015
64	9-Oct-2014	134	29-Jul-2015
65	9-Oct-2014	135	3-Aug-2015
66	9-Oct-2014	136	5-Aug-2015
67	9-Oct-2014	137	10-Aug-2015
68	13-Oct-2014	138	12-Aug-2015
69	15-Oct-2014	139	17-Aug-2015
70	20-Oct-2014		

Attachment 0009 DD254 - Contract Security Classification Specification

This document will be provided to the contractor under separate cover.
Updated on Modification 04