

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. PZ0002	3. Effective Date 2014APR09	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND PAUL BRUNO WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PAUL.BRUNO@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG 4-A P.O. BOX 11427 PHILADELPHIA PA 19111-0427	Code S3915A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BAE SYSTEMS LAND & ARMAMENTS L.P. 1100 BAIRS RD YORK, PA 17408-8975	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-13-C-0358
	<input type="checkbox"/>	10B. Dated (See Item 13) 2013AUG21
Code 06085	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)

ACRN: AA NET INCREASE: \$28,183,867.76

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	DFARS: 252.217.7027
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) LISA M. JONES LISA.M.JONES3@US.ARMY.MIL (586)282-6973		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2014APR09

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

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: PAUL BRUNO
 Buyer Office Symbol/Telephone Number: CCTA-AHP-A/(586)282-4862
 Type of Contract: Firm Fixed Price
 Kind of Contract: System Acquisition Contracts
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 Weapon System: Recovery Vehicle, M51/M74/M88

*** End of Narrative A0000 ***

- | <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---------------|------------------------|---------------------|-------------|
| A-1 CHANGED | 52.204-4850 | ACCEPTANCE APPENDIX | SEP/2008 |
- (a) Contract Number W56HZV-13-C-0358 modification PZ0002 is awarded to BAE Systems Land and Armaments, L.P..
- (b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.
- (c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.
- (c)(1) The contractor's subcontracting plan dated 17 September 2013 and 27 February 2014 (Revision 1) is incorporated into the contract by reference.
- (d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

Contract: W56HZV-13-C-0358
 Modification: PZ0002

PZ0002 is awarded after modification P00001. All funding totals are pulled from modification P00001

Previous Funded Contract Amount: \$112,411,835.24
 Amount Via Modification PZ0002: \$ 28,183,867.76
 Total Funded Contract Amount: \$140,595,703.00

1. The purpose of this modification PZ0002 is to definitize the FY13 M88A2 Heavy Equipment Recovery Combat Utility Lift Evacuation System (Hercules) Undefined Contract Action (UCA) that was issued via Letter Contract W56HZV-13-C-0358 on 21 August 2013. As a result of the final negotiated settlement that occurred on 21 March 2014, the total funded value of the contract is increased by \$28,183,867.76.

FY 13 M88A2 EFFORT NEGOTIATED FINAL PRICE:

Qty 49 M88A2 Hercules: CLIN 0001AA \$137,226,772.00
 Qty 03 ASL Spares: CLIN 0002AA \$ 3,368,931.00

2. The total obligated amount for the FY13 M88A2 effort is increased by \$28,183,867.76 from \$112,411,835.24 to \$140,595,703.00 for a total definitized amount as follows:

FY13 M88A2 EFFORT FIRM FIXED PRICE (FFP):

Prior	This Change	Total
Total FFP: \$112,411,835.24	\$28,183,867.76	\$140,595,703.00

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

3. Section A revisions are as follows:

a. TACOM Clause 52.204-4850 (Acceptance Appendix) is hereby revised to incorporate the contractors subcontracting plan dated 17 September 2013 and 27 February 2014 (Revision 1) by reference.

4. Section B revisions are as follows:

a. CLIN 0001AA is increased by \$27,426,446.01 from \$109,800,325.99 to \$137,226,772.00 and is hereby definitized based on the final negotiated settlement, which occurred on 21 March 2014.

b. CLIN 0002AA is increased by \$757,421.75 from \$2,611,509.25 to \$3,368,931.00 and is hereby definitized based on the final negotiated settlement, which occurred on 21 March 2014.

5. Section C revisions are as follows:

a. SOW Section C.6.3 and C.6.4 is revised and C.6.5 is created based on mutual agreement of both parties during negotiations.

FROM:

C.6.3 The Contractor shall notify the Government (M88 Program Office), and obtain concurrence with regard to appropriate classification of all ECPs and Requests for Deviation (RFDs)/Requests for Variance (RFVs), prior to initiating all Class I/II engineering changes and RFDs/RFVs affecting this contract. No ECPs or RFDs/RFVs shall be executed or implemented without written Government concurrence of classification. Written concurrence or non-concurrence will be provided by the M88 Program Office within two (2) business days of receipt. If no notification has been provided by the PMO after two (2) business days, the classification will be considered to be appropriate as presented. For classification guidance, refer to ANSI/EIA 649-B-2011 and MIL-HDBK-61A (SE).

C.6.4 All Class I and Class II ECPs will be approved by the M88 Program Office, prior to implementation.

C.6.4.1 M88A2 Unique Class II ECPs. The Government will respond to the contractors ECP submission within two (2) business days of receipt, with either approval, disapproval, or a request for additional information.

TO:

C.6.3 Concurrence of Classification Authority of RFVs and ECPs

The Contractor shall notify the Government (M88 Program Office or DCMA), and obtain concurrence with regard to appropriate classification of all Engineering Change Proposals (ECPs) and Requests for Variance (RFVs) affecting this contract. Responsibility for concurrence for each type of document shall be as follows:

Class I ECP M88 Program Office
 Class II M88 Family of Vehicles (FOV) Common ECPs M88 Program Office
 Class II Unique ECPs (affect M88A2 only) local DCMA office
 Major RFVs M88 Program Office
 Minor RFVs local DCMA office

For classification guidance, refer to ANSI/EIA 649-B-2011 (RFV classification) and MIL-HDBK-61A (ECP classification.)

C.6.4 Approval Authority of RFVs and ECPs

All RFVs and ECPs shall be approved by the appropriate approval authority prior to implementation per the following:

Class I ECP M88 Program Office
 Class II M88 Family of Vehicles (FOV) Common ECPs M88 Program Office
 Class II Unique ECPs (affect M88A2 only) contractor
 Major RFVs M88 Program Office
 Minor RFVs local DCMA office

C.6.5 Implementation of RFVs and ECPs

Implementation of RFVs and ECPs shall be performed via the following methods:

Class I ECP Implementation via contract modification or PCO approval.
 Class II M88 Family of Vehicles (FOV) Common ECPs Contractor implementation upon ECP approval.
 Class II Unique ECPs (affect M88A2 only) Contractor implementation upon ECP approval.

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Major RFVs Implementation via contract modification or PCO approval.
Minor RFVs Contractor implementation upon RFV approval.

- b. SOW Section C.8.1, C.8.2, C.8.3 and C.8.5 is deleted in its entirety from this agreement.
- c. SOW Section C.8.4 (Hazardous Substances) is re-numbered to C.8.1
- d. SOW Section C.8.6 (Critical Safety) is re-numbered to C.8.2
- e. SOW Section C.9 (Corrosion Prevention and Control) is deleted in its entirety from this agreement.
- f. SOW Section C.27 (Demilitarization) is revised as follows:

FROM:

C.27 DEMILITARIZATION

C.27.1 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 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.27.2 Demilitarization is required in accordance with current demilitarization requirements, DODI 4160.28, FAR 45.602, 45.603 and DFARS 252.245-7004(d).

C.27.3 Demilitarized items shall be destroyed by the Contractor. No item demilitarized shall be disposed of by the Contractor other than as scrap.

C.27.4 This clause shall be included in all applicable subcontracts.

TO:

C.27 DEMILITARIZATION

C.27.1 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.27.2 Demilitarization is required in accordance with current demilitarization requirements. These requirements can be obtained through the Federal Logistics Information Service or FedLog.

C.27.3 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. For items to be demilitarized by a Government facility / depot, no Plant Clearance Automated Reutilization Screening System (PCARSS) entry is required.

C.27.4 This clause shall be included in all applicable subcontracts.

g. SOW Section C.1.7 is revised to reflect Attachment 0008. The original UCA award of contract W56HZV-13-C-0358 inadvertently called out Attachment 0007, which was incorrect.

h. SOW Section C.17.1 is revised to include DODAAC: CK0UEA for this contract.

i. SOW Section C.1.6.1.3 (Inspection of Painting) is revised as follows:

FROM:

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

C.1.6.1.3 All accessible areas shall be painted the same color as the applicable interior and exterior paint color requirements. Accessible areas are areas that do not require removal or disassembly to be painted. However, accessible areas do include the backside or behind parts that move or open (i.e., hatches, doors, boom, and spade backside). Exterior brackets shall be painted the same color as the applicable exterior paint color requirements. The inside of road wheels and the vehicle bottom shall be painted the same color as the applicable interior and exterior paint color requirements. The contractor shall perform all inspections and tests required of a CARC paint system IAW MIL-DTL-53072D, to specifically include the corrosion control tests (salt spray), at a frequency of once every six (6) months for steel and once every 12 months for aluminum, for those items utilizing the Direct to Metal (DTM) paint process.

TO:

C.1.6.1.3 All accessible areas shall be painted the same color as the applicable interior and exterior paint color requirements. Accessible areas are areas that do not require removal or disassembly to be painted. However, accessible areas do include the backside or behind parts that move or open (i.e., hatches, doors, boom, and spade backside). Exterior brackets shall be painted the same color as the applicable exterior paint color requirements. The inside of road wheels and the vehicle bottom shall be painted the same color as the applicable interior and exterior paint color requirements.

j. SOW Section C.1.6.1.4 (Inspection of Painting) is created based on mutual agreement of both parties during negotiations:

C.1.6.1.4 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.

1. Corrosion resistance ("Salt Spray") - testing is NOT required when overspraying previously applied CARC paint systems.
2. Corrosion resistance (Salt Spray) testing will be performed IAW MIL-DTL-53072D within 30 days of painting the first production 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).
3. 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.
4. 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).

k. SOW Section C.6.2 is revised and C.6.2.1 (Engineering Support In Production (ESIP)) is created based on mutual agreement of both parties during negotiations:

C.6.2 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, to deliver vehicles under this contract. This shall consist of components and parts that are common with other systems. Throughout the period of performance of this Contract, the Contractor shall notify the Government of any obsolescence shortages within 30 days of discovery.

C.6.2.1 The Contractor may procure from the Government Supply System replacements for any source controlled items that become obsolete or are unavailable through the contractors supply chain. Parts procured from the Government Supply System are considered qualified parts that are suitable for installation and use in production vehicles. The Government makes no guarantees that parts will be available from the Government Supply System.

l. SOW Section C.29.2 (Controlled Unclassified Information (CUI) Requirements) is revised based on mutual agreement of both parties during negotiations:

FROM:

C.29.2 Controlled Unclassified Information (CUI) Requirements

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

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 DD254 which is Attachment 0002 of this contract).

TO:

C.29.2 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 DD254 which is Attachment 0002 of this contract).

The parties recognize that CUI requirements are being refined by the Government, therefore if changes to the requirement occur, a bilateral modification will be executed to include the changes in the contract.

m. SOW Section C.12.7 is revised based on mutual agreement of both parties during negotiations:

FROM:

C.12.7 Scrapping of Government Furnished Material: Any GFM items listed in Attachment 0003 which are determined to be scrap, must be segregated from other Contractor scrap and shall be dispositioned via Plant Clearance Automated Reutilization Screening System (PCARSS), and coordinated through the DCMA Plant Clearance Officer (PLCO).

TO:

C.12.7 Scrapping of Government Furnished Material: Any GFM items listed in Attachment 0003 which are determined to be scrap, must be segregated from other Contractor scrap and shall be dispositioned in accordance with SOW Section C.27.3.

6. Section E revisions are as follows:

a. Producibility SOW Section E.11 is hereby incorporated into this agreement. SOW language is as follows:

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

b. TACOM Clause 52.246-4028 (Inspection and Acceptance Points: ORIGIN) is hereby revised to incorporate the contractors business address, which was inadvertently omitted within UCA W56HZV-13-C-0358 award.

7. Section F revisions are as follows:

a. Warren Clause F-13, 52.247-60 (Guaranteed Shipping Characteristics) is hereby deleted from this agreement.

b. TACOM Clause F-16, 52.247-4011 (FOB Point) is hereby revised to incorporate the contractors business address, which was inadvertently ommitted within UCA W56HZV-13-C-0358 award.

c. TACOM Clause F-15, 52.247-4010 (Transportation Data for FOB ORIGIN offers) is hereby deleted from this agreement.

8. Section G revisions are as follows:

a. TACOM clause 52.242-4016 (Communications) is hereby incorporated into this agreement to include the DCMA ACO contact information for the FY13 M88A2 HERCULES production effort.

9. Section I revisions are as follows:

a. DFARS Clause 252.242-7005 (Contractor Business System) is hereby incorporated into this agreement.

b. DFARS Clause 252.242-7006 (Accounting System Administration) is hereby incorporated into this agreement.

c. DFARS Clause 252.244-7001 (Contractor Purchasing System Administration) is hereby incorporated into this agreement.

d. FAR Clause I-118, 52.209-1 (Qualification Requirements) is hereby deleted from this agreement.

10. Section J revisions are as follows:

a. CDRL A015 (Final Inspection Record (FIR)) "REMARKS" item #16 is revised to correct an inconsistency with SOW section E.10.2.1.

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- b. CDRL A007 (Hazard Tracking System) is hereby deleted from this agreement.
- c. CDRL A008 (Safety Assessment Report) is hereby deleted from this agreement.
- d. CDRL A009 (System Safety Program Plan) is hereby deleted from this agreement.
- e. CDRL A010 (Health Hazard Analysis) is hereby deleted from this agreement.
- f. CDRL A011 (Hazardous Materials Management Report) is hereby deleted from this agreement.
- g. Attachment 0003 (Government Furnished Material, Property and Information) is hereby revised via modification PZ0002. Subject revision creates version #5 dated 26 March 2014. Attachment 0003 is provided as EXCEL file via EMAIL as part of modification PZ0002 and is filed in PCF contract file "GFM Attachments" folder.
- h. Attachment 0004 (Government Furnished Material, Delivery Schedule) is hereby revised via modification PZ0002. Subject revision creates version #5 dated 26 March 2014. Attachment 0004 is provided as EXCEL file via EMAIL as part of modification PZ0002 and is filed in PCF contract file "GFM Attachments" folder.
- i. Attachment 0006 (Approved Engineering Change Proposals) is hereby revised to incorporate Request for Variance (RFV)GSD-C0358-V-001 for Auxiliary Power Unit (APU) Drive Chain Substitution via modification PZ0002. Subject revision created attachment 0006 version #6 dated 19 March 2014.
- j. Attachment 0006 (Approved Engineering Change Proposals) is hereby revised to incorporate Request for Variance (RFV) GSD-0358-V-003 for Advanced Incorporation of Revised AT4 Weapon Stowage Brackets via modification PZ0002. Subject revision created attachment 0006 version #6 dated 19 March 2014.
- k. Attachment 0006 (Approved Engineering Change Proposals) is hereby revised to incorporate Request for Variance (RFV) GSD-0358-V-002R1 for Design Revision of Vision Block to Include Optional Use of Ballistic Retainer and Sealant Color via modification PZ0002. Subject revision created attachment 0006 version #6 dated 19 March 2014.
- l. Attachment 0008 (Basic Issue Items (BII) and Components Of The End Item (COEI)) is hereby revised via modification PZ0002. Subject revision creates version #2 dated 26 March 2014. Attachment 0008 is provided as EXCEL file via email as part of modification PZ0002 and is filed in PCF contract file "GFM Attachments" folder.
11. The contractor agrees that this is a complete and final equitable adjustment for the changes incorporated by FY13 M88A2 modifications P00001 and PZ0002. The contractor releases the Government from any and all liability under this contract for any further equitable adjustment attributable to the facts or circumstances giving rise to modifications P00001 and PZ0002.
12. All other terms and conditions of contract W56HZV-13-C-0358 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0003 ***

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				
0001	M88A2 VEHICLES NSN: 9999-99-999-9999				
0001AA	<p>M88A2 HERCULES</p> <p>COMMODITY NAME: M88A2 VEHICLES CLIN CONTRACT TYPE: Firm Fixed Price PRON: JM3A3004JM PRON AMD: 01 ACRN: AA PSC: 9999</p> <p>Reference Section C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT for a description of the scope of work (SOW) in C.1 - C.29</p> <p>Sub-CLIN 0001AA TOTAL DEFINITIZED AMOUNT: \$137,226,772.00</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV03227D075 CKOPYB J 3 DEL REL CD QUANTITY DEL DATE 001 3 30-JUN-2014 002 3 31-JUL-2014 003 3 31-AUG-2014 004 3 30-SEP-2014 005 3 31-OCT-2014 006 3 30-NOV-2014 007 3 31-DEC-2014</p>	49	EA	\$ 2,800,546.367	\$ 137,226,772.00

CONTINUATION SHEET

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008	3 31-JAN-2015				
009	3 28-FEB-2015				
010	3 31-MAR-2015				
011	3 30-APR-2015				
012	3 31-MAY-2015				
013	3 30-JUN-2015				
014	3 31-JUL-2015				
015	3 31-AUG-2015				
016	3 30-SEP-2015				
017	1 31-OCT-2015				
FOB POINT: Origin					
SHIP TO: (CKOPYB) XR TBD - Planning Only Default Street, see derivative Default City, see derivative,,					

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																			
0002	M88A2 ASL NSN: 9999-99-999-9999																																							
0002AA	<p>ASL SPARES</p> <p>COMMODITY NAME: M88A2 ASL CLIN CONTRACT TYPE: Firm Fixed Price PRON: JM3A3004JM PRON AMD: 01 ACRN: AA PSC: 9999</p> <p>Breakdown of costs/parts for ASL Spares for work in accordance with Section D.3 and F.2-F.3 of this agreement:</p> <p>D.3: ASL Preservation and Packaging Spare Parts (ASL)</p> <p>F.2: Hardware Build Delivery Schedule</p> <p>F.3: ASL Delivery Schedule and ASL listing of parts that equate to 1 set</p> <p>Sub-CLIN 0002AA TOTAL DEFINITIZED AMOUNT: \$3,368,931.00</p> <p>(End of narrative B001)</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>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR TP CD</td> </tr> <tr> <td>001</td> <td>W56HZV03227D075</td> <td>CKOPYB</td> <td>J</td> <td>3</td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-OCT-2014</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>1</td> <td>30-APR-2015</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>1</td> <td>30-SEP-2015</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (CKOPYB) XR TBD - Planning Only Default Street, see derivative</p>	DOC	SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR TP CD	001	W56HZV03227D075	CKOPYB	J	3	DEL REL CD	QUANTITY	DEL DATE			001	1	31-OCT-2014			002	1	30-APR-2015			003	1	30-SEP-2015			3	LO	\$ 1,122,977.000	\$ 3,368,931.00
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CONTINUATION SHEET

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Default City, see derivative,,				

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Revision 6, 25 July 2013

C.1 GENERAL REQUIREMENT

C.1.1 The Contractor shall furnish all supplies and services that are necessary to accomplish this contract for the Heavy Recovery Vehicle Full Tracked: M88A2 Heavy Equipment Recovery Combat Utility Evacuation System (HERCULES). The Contractor shall provide all technical support regarding engineering drawings, technical data, manufacturing processes, Material Review Board actions for discrepant materials, act as a liaison with System Technical Support (STS) Contractor design personnel, and maintain Technical Data required to manufacture the vehicle systems and equipment under this contract. The Government will provide the materials listed in Attachment 0003 - Government Furnished Items, to assist in the build of M88A2 HERCULES vehicles required under this contract.

C.1.2 Government Furnished Material (GFM) will be provided to the Contractor on or before the dates specified in Attachment 0004 GFM Delivery Schedule.

C.1.3 After acceptance of vehicles to the Final Inspection Record (FIR), the Contractor shall provide vehicles free of failures and defects, through handoff to the gaining unit. The Government will be responsible for repair/replacement of any GFM provided in accordance with Attachment 0003 that fails.

C.1.4 The Contractor shall provide M88A2 systems in accordance with the HERCULES Purchase Description (PD), ATPD 2150, Rev J, Attachment 0001 to this contract. M88A1 chassis and other components will be supplied as Government Furnished Material (GFM), as specified in Attachment 0003. Upon receipt, the Contractor shall convert this GFM and any other required material into the M88A2 HERCULES as described in the PD and Revision 02 dated 21 May 2012 of M88A2 HERCULES Technical Data Package (TDP) 06085-12364500 maintained in Contracts W56HZV-07-C-0256 and W56HZV-09-C-0408, plus all Engineering Change Proposals (ECPs) approved as of 1 April 2013 (see Attachment 0006).

C.1.5 If there are any discrepancies between the PD and the TDP, the PD shall have precedence. The Contractor shall deliver vehicles in the quantity and for the price set forth in Section B of the contract. Vehicle delivery shall be in accordance with the schedule in Section F of the contract.

C.1.6 Painting. All vehicles shall be delivered painted per the Technical Data Package, except the exterior of the vehicle shall be painted TAN (CARC 686A, 33446) in lieu of Green (CARC 383, 34094).

C.1.6.1 Inspection Of Painting.

C.1.6.1.1 All rubber components shall be masked during the painting process. Incidental over spray is acceptable.

C.1.6.1.2 Paint applied over all externally mounted chains and hard rubber parts, such as road wheels, stops, and track, shall be permitted to have splits, peeling, cracking, or other imperfections caused by the application of CARC paint on rubber.

C.1.6.1.3* All accessible areas shall be painted the same color as the applicable interior and exterior paint color requirements. Accessible areas are areas that do not require removal or disassembly to be painted. However, accessible areas do include the backside or behind parts that move or open (i.e., hatches, doors, boom, and spade backside). Exterior brackets shall be painted the same color as the applicable exterior paint color requirements. The inside of road wheels and the vehicle bottom shall be painted the same color as the applicable interior and exterior paint color requirements.

C.1.6.1.4* 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.

1. Corrosion resistance ("Salt Spray") - testing is NOT required when overspraying previously applied CARC paint systems.
2. Corrosion resistance (Salt Spray) testing will be performed IAW MIL-DTL-53072D within 30 days of painting the first production 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).
3. 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,

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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.

4. 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.1.7* Vehicles shall be delivered with the following, unless otherwise noted:

Basic Issue Items (BII)- See Attachment 0008
Components of the End Item (COEI) See Attachment 0008

C.2 DATA REQUIREMENTS

C.2.1 Data shall be delivered in accordance with the DD1423 CDRLs and associated tailored Data Item Descriptions (DIDs) as set forth in Exhibits A and B.

C.3 MEETINGS

C.3.1 When requested by the Government, the Contractor shall be responsible for providing agendas and meeting minutes for joint Government-Contractor meetings, and to provide reports for ongoing issues related to the production of vehicles under this Contract. The agenda and meeting minutes may be submitted in Contractor format IAW CDRL A001.

C.3.1.1 Program Management Review (PMR): Two PMRs shall be held per calendar year. The dates shall be established by the Government, and the Contractor will be notified not less than four weeks in advance to prepare an agenda. The Contractor shall prepare an agenda and submit to the Government for review in accordance with CDRL A001. The PMR shall either be held at the Contractors Sterling Heights, MI facility or via teleconference/video conference, as determined by the Government.

C.4 PRODUCT MANAGEMENT

C.4.1 Review And Access: During performance of the contract, the contractor shall maintain close coordination with the Government. The Contracting Officer or duly authorized representatives shall have the right to review, both in-process and upon completion, all project efforts and documentation consisting of fabrication, assembly, test, calibration, inspection and Integrated Logistic Support (ILS) associated with this contract and review all pertinent Contractor records and data including those associated with schedules for the purpose of Government surveillance.

C.4.2 Security Guidelines: The security classification guidelines for this contract are contained at Attachment 0002; Security Classification Guide dated 17 December 2012.

C.5 ELECTRONIC DELIVERY OF DATA

C.5.1 Unless specifically prohibited by the CDRL, electronic delivery of data is the required method of delivery.

C.6 ENGINEERING SUPPORT IN PRODUCTION (ESIP)

C.6.1 The Contractor shall perform Engineering Support in Production (ESIP) activities required for the vehicle build and delivery. These activities consist of technical support to Manufacturing and Operations, program management, conduct of program meetings, resolution of vendor problems, engineering and manufacturing effort to update the M88A2 technical data package, for producibility changes, program management or Contractor generated Engineering Change Proposals.

C.6.2* 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, to deliver vehicles under this contract. This shall consist of components and parts that are common with other systems. Throughout the period of performance of this Contract, the Contractor shall notify the Government of any obsolescence shortages within 30 days of discovery.

C.6.2.1* The Contractor may procure from the Government Supply System replacements for any source controlled items that become obsolete or are unavailable through the contractors supply chain. Parts procured from the Government Supply System are considered qualified parts that are suitable for installation and use in production vehicles. The Government makes no guarantees that parts will be available from the Government Supply System.

C.6.3* Concurrence of Classification Authority of RFVs and ECPs

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The Contractor shall notify the Government (M88 Program Office or DCMA), and obtain concurrence with regard to appropriate classification of all Engineering Change Proposals (ECPs) and Requests for Variance (RFVs) affecting this contract. Responsibility for concurrence for each type of document shall be as follows:

Class I ECP M88 Program Office
Class II M88 Family of Vehicles (FOV) Common ECPs M88 Program Office
Class II Unique ECPs (affect M88A2 only) local DCMA office
Major RFVs M88 Program Office
Minor RFVs local DCMA office

For classification guidance, refer to ANSI/EIA 649-B-2011 (RFV classification) and MIL-HDBK-61A (ECP classification.)

C.6.4* Approval Authority of RFVs and ECPs

All RFVs and ECPs shall be approved by the appropriate approval authority prior to implementation per the following:

Class I ECP M88 Program Office
Class II M88 Family of Vehicles (FOV) Common ECPs M88 Program Office
Class II Unique ECPs (affect M88A2 only) contractor
Major RFVs M88 Program Office
Minor RFVs local DCMA office

C.6.5* Implementation of RFVs and ECPs

Implementation of RFVs and ECPs shall be performed via the following methods:

Class I ECP Implementation via contract modification or PCO approval.
Class II M88 Family of Vehicles (FOV) Common ECPs Contractor implementation upon ECP approval.
Class II Unique ECPs (affect M88A2 only) Contractor implementation upon ECP approval.

Major RFVs Implementation via contract modification or PCO approval.
Minor RFVs Contractor implementation upon RFV approval.

C.7 CONFIGURATION MANAGEMENT

C.7.1 Configuration Management System. The Contractor shall operate and maintain the current Configuration Management (CM) and control system throughout the period of performance of this Contract. The Contractor shall update its current CM plan and deliver it in accordance with CDRL A005. 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 of this Contract, the Contract requirements shall prevail. As part of the CM plan, the Contractor shall maintain and deliver a detailed ECP flowchart which lays out its ECP process from problem identification through Engineering Release Record (ERR) delivery. The ECP process shall include a review of technical manuals and the technical data package to determine the impact the change has on production and fielded systems.

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

C.8 ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH (ESOH)**C.8.1 Hazardous Substances.***

C.8.1.1 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.8.1.2 Exceptions to the Hazardous Materials Requirements.

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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 M88 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.8.1.3 Environmental Protection Agency (EPA) Emissions Requirements. The M88 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.8.1.3.1 EPA Engine Labeling Requirements. The Contractor shall comply with the national security exemptions for engine labeling requirements in EPA regulations.

C.8.2 Critical Safety Program.*

C.8.2.1 Critical Safety Program Definitions.

C.8.2.1.1 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.8.2.1.2 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.8.2.2 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 (Attachment 028) and ASME Y14.100.

C.8.2.3 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

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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 Contractors 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.8.2.4 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.9 RESERVED*

C.10 RESERVED

C.11 MISMARKEED GRADE 8.0 FASTENERS

C.11.1 This clause is applicable only when the use of Grade 8.0 Fasteners is specified in the Technical Data Package.

C.11.2 There have been instances of Grade 8.2 fasteners having been erroneously marked by producers as Grade 8.0. For the purpose of this acquisition, Grade 8.2 fasteners are not an acceptable substitute for Grade 8.0 fasteners. The Contractor shall insure that all hardware meets the specifications of the Technical Data Package. Mismarking of fasteners by subcontractors does not relieve the Contractor of this responsibility.

C.12 GOVERNMENT MATERIAL REPORTING

C.12.1 The Contractor, upon receipt of GFM/GFE, shall perform an inventory and inspection, consisting of kind, count, and condition, within ten business days. The Contractor shall provide notification of receipt to the Government as described in DI-MGMT-80389B, CDRL A004.

C.12.2 If the contractor discovers a discrepancy during inspection of GFM/GFE, the Contractor shall immediately notify the Government GFM Manager and either request a replacement or recommend a repair.

C.12.2.1 RESERVED

C.12.3 A GFM Consumption Report shall be provided in accordance with DID DI-MGMT-80438B and CDRL A003.

C.12.4 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.12.5 RESERVED

C.12.6 RESERVED

C.12.7* Scrapping of Government Furnished Material: Any GFM items listed in Attachment 0003 which are determined to be scrap, must be segregated from other Contractor scrap and shall be dispositioned in accordance with SOW Section C.27.3.

C.13 RESERVED

C.14 GOVERNMENT FURNISHED HULLS

C.14.1 The contractor shall inspect M88A1 vehicles located at Anniston Army Depot (ANAD) in accordance with the below documents to determine vehicle induction suitability for ANAD's M88A1 teardown program. The contractor shall provide a technical inspection report electronically (contractor format) for the inspected vehicles. The inspection report shall include inspected M88A1 hull fabrication number, M88A1 vehicle serial number, the M88 IRV Teardown Hull Inspection Methods M88A1 checklist, and the M88A1 Field inspection plan. The contractor shall fill out and sign all of the documents for each vehicle inspected. The contractor shall inspect vehicles until 60 conforming vehicles are found and shall provide the above information for ALL vehicles inspected (pass and fail). The contractor shall conduct the vehicle inspection at ANAD within 30 days of contract award and shall provide the inspection report no later than 30 days after completing the vehicle inspection. The Government will provide comments to the inspection report to the contractor within 10 days of receipt. The contractor shall submit the final inspection report within 5 days of receipt of government comments.

Documents:

RVX 11000 - Hull Requirements

RVX11005 - Housing Suspension

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RVX 11006 - Crew Door and Housing Support (Drivers Door)
RVX 11007 - Crew Door and Housing Support (Mechanics Door)
RVX 11009 - Plate Cupola
RVX 11011 - Engine Deck
RVX11017 - Hull Weldment
RVX11010 - Spade Assembly
11671877 - Spacer Bar

C.14.2 The Government and BAE will coordinate shipment of hulls from Anniston Army Depot (ANAD) to minimize storage requirements prior to induction into production. See GFM Hull delivery schedule in Attachment 0004.

C.15 VEHICLE SERIAL NUMBERS

C.15.1 The Contractor shall serialize the vehicles sequentially, beginning with the number H0752. The end item vehicle identification plate shall also use the same sequential serial number. The "0" in the serial numbers are zeros.

C.16 VEHICLE REGISTRATION NUMBERS

C.16.1 The following vehicle registration numbers are assigned to vehicles delivered for the U.S. Government. Registration numbers will not be assigned to the FMS vehicles. The numbers are to be assigned sequentially as the vehicles are produced. The digits "0" and "1" in the registration numbers are the numbers "zero" and "one". The letters O and I are not to be used in the registration numbers. Listed below are the vehicle registration numbers to be assigned to vehicles produced under the following:

CLIN 0001AA

TBD

C.17 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (DODAAC)

C.17.1 The DODAAC for delivery of Government property is CK0UEA.

C.18 RESERVED

C.19 MANPRINT

This section is applicable when a technical or design change to any component or system is required in order to resolve problems which may occur during production activities.

C.19.1 The Contractor shall continue to address any new issues/concerns resulting from any production design changes that affect MANPRINT (Safety, Health Hazards, Soldier Survivability, Human Factors, Personnel, Manpower, Training).

C.20 RELIABILITY, AVAILABILITY, MAINTAINABILITY (RAM) PROGRAM

This section is applicable when a technical or design change to any component or system is required in order to resolve problems which may occur during production activities.

C.20.1 The Contractor shall maintain a RAM Program to assure required vehicle Reliability and Maintainability performance is being monitored, evaluated and achieved throughout the engineering and manufacturing development, production, and fielding of the vehicle's life cycle. The Contractor shall apply the following guidelines to each RAM task:

C.20.1.1 Mission profile parameters and operational constraints are specified in the purchase description and ILS sections of this contract.

C.20.1.2 Tasks that provide information to the Logistics Support Analysis (LSA) Record (LSAR) shall be coordinated with Contractor ILS personnel to assure the record is useable in the LSAR.

C.20.2 The Contractors Reliability, Availability, and Maintainability Program shall include the monitoring and controlling of subcontractors and suppliers.

C.21 INTEGRATED LOGISTIC SUPPORT (ILS) MANAGEMENT

This section is applicable when a technical or design change to any component or system on the M88A2 HERCULES is required in order to resolve problems which may occur during production activities.

C.21.1 ILS Program Requirements. The Contractor shall continue to manage and execute the ILS program.

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C.21.2 The Contractor shall identify and accomplish all actions necessary to ensure that the Integrated Product Support Elements listed below are developed so as to be compatible and consistent with one another and with all other requirements under this contract.

1. Product Support Management
2. Design Interface
3. Sustaining Engineering
4. Supply Support
5. Maintenance Planning & Management
6. Packaging, Handling, Storage, and Transportation (PHS&T)
7. Technical Data
8. Support Equipment
9. Training and Training Support
10. Manpower & Personnel
11. Facilities and Infrastructure
12. Computer Resources

Additional information on the above Integrated Product Support Elements can be accessed from PSM Guidebook at <https://acc.dau.mil/psm-guidebook>.

C.21.3 Logistic Support Analysis (LSA).

C.21.3.1 When changes to the system occur due to a technical or design change, the Contractor shall input these changes into the M88A2 HERCULES LSA/LSAR database.

C.21.4 Maintenance Requirements.

C.21.4.1 All Government-approved design, modification and engineering change activity performed under other sections of this Contract shall require the Contractor to review all maintenance impacts. In performance of this maintenance review, the Contractor shall:

a. Disassemble and reassemble the item under analysis to the extent required for review of the design for training or maintenance facilities.

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

c. As a result of the maintenance review, the Contractor shall recommend revisions to the repair parts and special tools list and maintenance technical manuals,

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

C.22 RESERVED

C.23 RESERVED

C.24 WELDING

C.24.1 Welding Requirements. The Contractor shall ensure that all weldments meet the fabrication and inspection requirements of the Ground Combat Vehicle Welding Code- Aluminum, TACOM Drawing #12472301-Aluminum and/or the Ground Combat Vehicle Welding Code- Steel, TACOM Drawing #12479550 as applicable.

C.24.2 Welding Procedures. Prior to manufacturing or production, the Contractor is responsible for providing welding procedures and standard repair procedures IAW the Ground Combat Vehicle Welding Code to the procuring activity for approval. Non-standard welding repair of defective parts shall require material review board approval and a written procedure identifying proper technique and approach to correct defective product. Any changes to, or development of ballistic welding procedures after contract award and subsequent testing shall require Government approval per the applicable weld standard.

C.24.3 Previously Qualified Procedures. If the Contractor previously qualified welding procedures under another DoD contract, the PCO may waive the requirements of this clause if the Contractor presents sufficient evidence:

- a. The welding procedures were previously used on a DoD contract and the essential variables are within the tolerance as specified in the applicable welding standard(s) for the current contract
- b. the Contractor has certified welders and weld equipment to the qualified procedures in accordance with the applicable welding standard(s)
- c. there was no break in production greater than 3 months
- d. the procedures produced products with a favorable quality history on previous contracts

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C.24.4 Welder and Welding Operator Certification. As a minimum for determining welder qualification, any welder, welding operator, or tack welders assigned to manual or automated welding work covered by this contract shall be qualified per the requirements of the Ground Combat Vehicle Welding Code- Steel, Dwg# 12479550 and/or the Ground Combat Vehicle Welding Code- Aluminum, Dwg. # 12472301 as applicable.

C.24.5 Weld Standards.

C.24.5.1 All welding shall be in accordance with the Ground Combat Vehicle Welding Code-Steel, TACOM Dwg No. 12479550 and the Ground Combat Vehicle Welding Code- Aluminum TACOM Dwg. No. 12472301, as applicable. The codes, guides, and specifications listed in Table 1 may be used as reference documents in the exercise of this contract the edition (year) to be used shall be the year in effect at time of solicitation release date. If new materials are to be used that do not follow the guidelines in the applicable standard, the Contractor is responsible to demonstrate the correct standard to the Procuring Contract Office (PCO) for engineering approval.

TABLE 1

-Structural Steel	American Welding Society (AWS)	D1.1
-Structural Aluminum	American Welding Society (AWS)	D1.2
-Structural Sheet Metal	American Welding Society (AWS)	D1.3
-Specification for Robotic	American Welding Society (AWS)	
Arc Welding Safety		D16.1
-Guide for Components of	American Welding Society (AWS)	
Robotic Arc Welding Installations		D16.2
-Risk Assessment Guide for	American Welding Society (AWS)	
Robotic Arc Welding		D16.3
-Specification for the	American Welding Society (AWS)	
Qualification of Robotic Arc Welding Personnel		D16.4
-Armor Steel	Ground Combat Vehicle Welding Code Steel TACOM Drawing Number 12479550	http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm
-Armor Aluminum	Ground Combat Vehicle Welding Code Steel TACOM Drawing Number 12472301	http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm

C.24.5.2 Alternate Welding Standards.

C.24.5.2.1 Subject to PCO written engineering approval, the Contractor may utilize alternate standards or codes once the Contractor or Contractor's suppliers have demonstrated that equivalent or better quality and performance can be obtained by their use. It is the Contractor's responsibility to demonstrate such equivalence to the Government. If the Contractor's component supplier shall not release specific proprietary information, the Government reserves the right to conduct an on-site review of the Contractor's supplier(s) quality system and weld processes to verify the capability of producing acceptable welds. The Government reserves the right to approve/disapprove the use of any and all such alternative weld standards and specifications. The demonstrated equivalent shall be verified prior to fabrication of any weldment under Governmental guidance.

C.24.5.3 Armor Steel Heat Effect Zone (Haz) Hardness Test.

C.24.5.3.1 Armor steels are required to subscribe to the hardness range as specified in the applicable material specifications MIL-DTL-46100 or MIL-DTL-12560. If the material has a questionable hardness concern, it shall be verified to confirm conformance.

C.25 WELD SPATTER/SLAG

C.26.1 The Contractor shall verify that all loose weld spatter and slag is removed prior to painting. The use of manual slag hammers, chisels, and lightweight vibrating tools for the removal of slag and spatter is allowed and shall not be considered peening.

C.26 RESERVED

C.27 DEMILITARIZATION*

C.27.1 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

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

C.27.3 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. For items to be demilitarized by a Government facility / depot, no Plant Clearance Automated Reutilization Screening System (PCARSS) entry is required.

C.27.4 This clause shall be included in all applicable subcontracts.

C.28 STORAGE AND CYCLIC MAINTENANCE OF VEHICLES

C.28.1 In the event the Government does not elect to ship vehicles, the Contractor shall be responsible for the storage of the vehicles for up to 60 days following full DD250 acceptance of the vehicle.

C.28.2 If vehicles are conditionally accepted, the Contractor shall, beginning on the 121st day after conditional acceptance, conduct all required cyclic maintenance. Cyclic maintenance shall be performed in accordance with the M88A2 HERCULES Storage and Maintenance Plan, which is a part of the Final Inspection Record (FIR). Cyclic maintenance shall be performed until such time as all deficiencies necessitating the conditional acceptance are corrected, and vehicles are ready to ship, at no additional cost to the Government.

C.29 SECURITY

C.29.1 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 0002). 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 this section C.29 is flowed down to U.S. subcontractors, teammates and consultants.

C.29.2* 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 DD254 which is Attachment 0002 of this contract).

The parties recognize that CUI requirements are being refined by the Government, therefore if changes to the requirement occur, a bilateral modification will be executed to include the changes in the contract.

C.29.3 RESERVED

C.29.4 Protection and Disclosure of Information - Public Release Requests

(1) Except for M88A2 HERCULES Program information previously approved for public release by the Government under the PM ABCT, the Contractor shall not release any M88A2 HERCULES Program information regarding the work performed under this contract outside of (i) the United States Government, (ii) its own facility, (iii) its subcontractors performing M88A2 HERCULES work at any tier, (iv) Associate Contractors, at any tier, and (v) any other individual or entity that is contractually bound to protect M88A2 HERCULES Program Information from public release without first obtaining approval for Public Release. M88A2 HERCULES information is any Program information on the M88A2 HERCULES effort. Refer to the M88A2 HERCULES Security Classification Guide, provided under separate cover, 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 Clause 252.204-7000 for a review by M88A2 HERCULES technical and Security Office personnel, culminating in a determination by the PCO, or authorized representative. The PCO, or authorized representative, will, after appropriate review, either authorize or reject the request to disseminate M88A2 HERCULES 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.29.5 Operations Security (OPSEC) Requirements

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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, provided under separate cover. To ensure awareness of the ABCT OPSEC Plan, the contractor shall ensure its M88A2 HERCULES personnel are briefed on the contents of the OPSEC Plan.

* Revised via PZ0002

*** END OF NARRATIVE C0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: BAE Systems Land & Armaments L.P. 06085
(Name) (CAGE)

1100 Bairs RD York PA 17408-8975
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: BAE Systems Land & Armaments L.P. 06085
(Name) (CAGE)

1100 Bairs RD York PA 17408-8975
(Address) (City) (State) (Zip)

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FIRST ARTICLE TEST (FAT)

E.1.1 First Article Testing

First article testing is required when specified in the Technical data package and when the following circumstances apply: i) change in source of supply ii) a significant change in manufacturing process or a change in materials; iii) change in any drawing configuration, component or sub-components; iv) change in manufacturing locations; v) a break in production or process in excess of twelve (12) months. When conditions (i), (ii), (iii), (iv) or (v) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

E.2 Ballistics Testing

Unless prior approval has been granted by the Government for ballistic first article testing of base materials, joint configurations (H-plates) or welding procedures employed in the manufacture of the HERCULES, all newly developed or changed ballistic armor concepts employed on the M88A2 HERCULES will require full first article ballistic testing. Prior to production any conditions not meeting prior qualification requirements or ballistic testing of base material and joint configuration must be identified and qualified by the Contractors.

a. In addition to inspection requirements set forth in applicable drawings and specifications, the specification(s) indicated below shall apply to this contract:

(X) MIL-DLT-46100 Armor Plate Steel Wrought High Hardness

(X) TACOM Drawing 12479550, Ground Combat Vehicle Welding Code Steel, dated 01/12/06

(X) MIL-DLT-12560 Armor Plate, Steel, Wrought Homogenous (Class I only)

(X) MIL-DTL-11352 Block, Vision, Bullet-Resistant

(X) MIL-A-11356 Armor Steel Cast Homogenous Combat Vehicle Type (Class I)

b. Unless specifically waived by the Government, the Contractor shall perform ballistic testing on any ballistic testing requirement set forth above and contained in applicable Technical Data Package drawings or specifications. Prior to production and during production, if required by specification, the Contractor shall ensure that the quantity of test samples required by any of the above specifications are accomplished by test data required by individual specification. The test data shall consist of:

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1. Declared chemical analysis and chemical analysis results representing material for test (when required by specification).
 2. Mechanical Properties Test Results (if required by specification).
 3. Charpy Impact Test results representing material for test (if required by specification).
 4. Brinell or Rockwell hardness test results representing material for test (if hardness values are required by specification).
 5. Radiographic Inspection Record consisting of data required by ASTM-E1742, including marking and acceptance requirement, (if Radiographic Inspection is required by the specification).
- c. Test Plates related to qualification of weld procedure or weld repair procedure shall be accompanied by data consisting of Information required by format of specification and shall also identify position of welding (If Ballistic Qualification of Weld Procedure is required by specification).
- d. Items to be tested shall be marked to include all marking requirements of the individual specification. The test item(s) must be identified by part number.
- e. The part number or part numbers represented by the test item(s) must be identified. The test data for wrought material can be annotated on STA form 3983 (which can be obtained from TACOM, ATTN: AMSTA-QT), or the Contractor may use its own form to supply required data. The required annotated data shall accompany test samples and shall be forwarded to:

Transportation Officer
APG Bldg. 691
ATTN: CSTE-DTC-AT-SL-V
Aberdeen Proving Ground, MD 21005-5059

- f. One copy of annotated data described in paragraph e. above, not to include test samples, shall be forwarded to:

Commander U.S. Army Tank-automotive and Armaments Command
ATTN: PM HERCULES Quality Assurance Warren, MI 48397-5000

This copy of the annotated data shall bear signature of the Government Quality Assurance Representative (QAR) at the Contractor's facility, verifying the accuracy of the data.

- g. At least 60 days prior to shipment of ballistic test samples, the Contractor shall forward written notification, advising of the approximate shipment date and providing the information outlined below, to the PCO, ACO and AMSTA-QLP TACOM). Information furnished by the Contractor in its written notification shall consist of:

1. Name of the Contractor, and the applicable Contract number,
2. Specification number and revision,
3. Heat number or lot number (if applicable),
4. The unit weight and dimensions of the sample(s) being furnished,
5. The manufacturer of the basic material (i.e., steel, aluminum,)
6. The number of test samples being furnished, and their aggregate weight, and
7. Part number.
8. Purpose for vehicle material to be tested, such as first article preproduction qualification or preproduction lot Qualification.

h. Unless otherwise provided by the applicable drawing, specification, or contractual clause, a minimum of one ballistic test specimen shall be prepared for each material thickness, joint design, configuration, and weld procedure.

- i. The Government shall be responsible for the testing. The Contractor shall be responsible for the transportation costs for shipping test samples to and from the test site.

E.2.1 TAILORING OF BALLISTIC TESTING REQUIREMENTS FOR MIL-A-11356

The following is applicable to MIL-A-11356 as referenced in paragraph E-3.

E.2.1.1 The front cover (nose piece) shall be casted from armor steel casing in accordance with the requirements of MIL-A-11356, Class I with the following exceptions:

(a) Chemical Composition: The chemical composition of the heat shall be:
ELEMENT RANGE Weight Percentage (wt%)
Carbon .30 Max
Manganese .80-1.30

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Phosphorous .02 Max +
Sulfur .02 Max +
Silicon .20-.70
Nickel .80-1.30
Chromium .70-1.00
Molybdenum .30-.50
All others .10 Max
+ .035 Max combined

(b) Heat Treating: The casting shall be heat treated by normalizing, quenching and tempering. Minimum tempering temperature shall be 800 degrees Fahrenheit (8000F). Maximum decarburization after heat treating shall be .06 inches (in). The depth of decarburization shall be determined by making a micro-hardness traverse using at least 250 times (250X) magnification and recording hardness versus depth below the surface. The boundary of the decarburization shall be at the depth of which the hardness rises to the equivalent of 20 points Knoop below the core hardness. In addition, the micro-hardness and microstructure shall show no evidence of carburization or nitriding. The traverse shall show no evidence of increased hardness at the surface as indicated by 20 points Knoop or equivalent above the core hardness.

(c) Testing:

1. Ballistic Testing: A 12 inch by 36 inch test plate of the same thickness, material, and heat treatment will be used for ballistic testing in lieu of the first production casting. Ballistic acceptance of first article is not required. Foundry qualification for thicknesses up to 1.25 inches is required.

2. Brinell Hardness (BHN) and Charpy-V-Notch (CVN) Testing: BHN and CVN shall be determined for a 9 inch by 9 inch by 2.5 inch block cast from the same heat and tack welded to a casting during heat treatment. BHN shall be a 285-331. CVN shall be per Table III of MIL-A-11356 Rev F.

(d) Radiographic Inspection: Radiographic inspection shall be in accordance with ASTM-E1742 and to MIL-HDBK-1265, Class 3, Grade E and Radiographic position chart drawing 8764591. Frequency of inspection shall be 1 in 30. In lieu of MIL-A-11356 Rev F, Paragraph 4.6.2.6.2, substitute Paragraph 4.6.2.6 and 6.6 of MIL-STD-11356 Rev E. Radiographs to be compared to reference radiographs in ASTM E186.

(e) Magnetic Particle Inspection: All castings shall be magnetic particle inspected over 100% of their surface in accordance with ASTM E1444. Accept/reject criteria shall be used per Table 1-Types of Discontinuities in ASTM E125:

- a. Linear discontinuities I-1a, I-1b, and I-1c
- b. Shrinkage II-1, II-2, II-3
- c. Inclusions III-1, III-2
- d. Unfused Chaplets IV-1
- e. Porosity V-1

The appearance of more than one type of discontinuity at the maximum acceptable severity level in any 6 inch by 6 inch area shall be cause for rejection.

E.2.2 The following exceptions shall apply to the front cover (nose piece), hull, APU cover and engine deck castings:

(a) Discontinuities in machined surfaces: Discontinuities uncovered during machining shall be evaluated to the same acceptance radiographic criteria as the casting with the following exceptions:

1. Indications of 1/8 inch or less shall be considered non-relevant, regardless of location or number.
2. Discontinuities which are less than or equal to Table I below will not be repaired.
3. Discontinuities which exceed the requirements of Table I below but are less than or equal to the requirements of MIL-HDBK-1265, Class 3, Grade E will be evaluated by the Contractor (Quality Engineer, Production Engineer, or NDT level III Inspector) for disposition, with concurrence of the designated Government representative.
4. Discontinuities which exceed the requirements of MIL-HDBK-1265, Class 3, Grade E shall be repaired by the contractor in accordance with approved weld procedures.
5. If the distance between two or more individual discontinuities is less than two times the dimension of the largest discontinuity, they shall be grouped together and evaluated as one discontinuity. This distance shall be measured between contiguous approaches of contiguous discontinuities. The total area encompassing the grouped discontinuities shall not exceed the acceptance criteria of Table I below.

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6. Any crack that is discovered after machining is caused for rejection. The contractor shall exercise caution when evaluating surfaces for cracks because other indications such as shrinkage may at first appear to be cracks.

7. Where there is difficulty interpreting the type of discontinuity the area in question shall be repaired by the contractor in accordance with approved welding procedures.

TABLE I - Acceptance Criteria for Machined Surfaces Of Castings

DISCONTINUITY TYPE MAXIMUM ALLOWABLE SIZE

Round T/5 not to exceed 1/2 inch

Linear T/2 not to exceed 1 inch

(T is the thickness of the casting at that location)

(b) Surface Texture and Surface Discontinuities: The degree of acceptable surface roughness shall be by comparison to Steel Castings Research and Trade Association (SCRATA) comparator blocks in accordance with ASTM A802. Surface quality levels shall be carried out on the finished casting after shot blasting. Acceptance levels shall be as follows:

NOMENCLATURE	ACCEPTANCE LEVEL
1. Surface Texture	A3
2. Nonmetallic Inclusions	B4
3. Gas Porosity	C3
4. Fusion Discontinuities	D2
5. Expansion Discontinuities	E3
6. Inserts	F1
7. Metal Removal Marks (Thermal Dressing)	G2
8. Metal Removal Marks (Mechanical Dressing)	H4
9. Metal Removal Marks (Weld Indications)	J2

(c) Marking: Cast or metal stamp shall be in accordance with MIL-STD-130. All castings shall be sequentially serialized.

(d) Weld Repair: Weld repairs for the front cover (nose piece) shall comply with TACOM Drawing 12479550, Ground Combat Vehicle Welding Code Steel, dated 01/12/06. Weld repairs for the hull, Auxiliary Power Unit (APU) cover and engine deck shall comply with TACOM Drawing 12479550, Ground Combat Vehicle Welding Code Steel, dated 01/12/06. Radiographic frequency of inspection shall be 1 in 30. Radiographs shall be accepted by comparison to ASTM E390, vol. II Reference Radiographs. Severity shall be graded for 2 inch thickness.

(e) 6.0 Lot Definition: Add to Paragraph 4.3 of MIL-A-11356 Rev F, "When two or more melts are combined in a single ladle, the ladle charge shall be considered a single melt.

E.3 RADIOGRAPHIC INSPECTION

E.3.1 The contractor shall perform radiographic inspection of steel armor welds as required by applicable drawings or by the contract, in accordance with TACOM Drawing 12479550 and TACOM Drawing 12472301 for aluminum armor radiographs.

E.3.2 The contractor shall accomplish radiographic inspection of production steel castings as required by applicable drawings, Standards and specifications, as follows:

a. Operators and radiographic equipment shall be qualified in accordance with section 5.1 of Specification ASTM-E1742, prior to radiography of production casting.

b. The first casting shall be radiographed in all routine and random positions described on the position chart.

c. Subsequent castings shall be radiographed in those areas that were defective in the immediately preceding castings, until compliance with the required standard has been obtained. Objective evidence shall be provided by the contractor that corrective action has been taken to eliminate the deficiency.

d. All rejectable areas shall repaired in accordance with an approved and qualified repair procedure (when required by applicable specification), and must meet the standard specified on applicable position chart. The contractor retains the prerogative of repairing or scrapping defective material.

e. After the above requirements have been accomplished, normal sampling shall be applied by the contractor.

f. The Government Quality Assurance Representative (QAR) will conduct normal sampling by selecting one control casting out of each

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thirty produced, which shall then be radiograph by the Contractor.

g. The contractor shall radiograph all routine and random positions on each control casting except when total exceeds the established number of radiographs that can be taken in a normal eight hour day. When the total number of positions to be radiograph on a control casting exceeds the maximum capability of facilities, random position shall be selected for radiography by the Government Quality Assurance Representative and rotated in such a manner that complete coverage is achieved within a cycle of five castings radiograph.

h. The occurrence of a rejected defect in any area on a casting will require the Government radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

i. If the results of radiographic inspection on ten consecutive lots of material indicate that a satisfactory uniform product meeting the soundness requirements is being produced, the amount of radiographic testing may be reduced in accordance with a system established by the Contractor and approved by the contracting officer.

j. The occurrence of a rejectable defect in any area on a casting shall require return to normal sampling and the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

k. This requirement is NOT applicable for items provided as Government Furnished Material under this contract.

l. In those instances where non-destructive testing and inspection is required by drawing or specification requirements, the execution of non-destructive testing inspection shall be performed by Contractor personnel trained and certified in accordance with TACOM Drawing 12479550, Ground Combat Vehicle Welding Code - Steel.

E.3.4 Visual Inspection. The contractor shall verify weld quality and workmanship to Ground Combat Vehicle Welding Code- Steel, Dwg#12479550 and/or the Ground Combat Vehicle Welding Code- Aluminum, Dwg.#12472301 as applicable.

E.3.4.1 Weld inspection will be performed in accordance with the requirements specified in the applicable specified weld code using qualified inspectors trained to perform these inspection functions. Acceptable qualification of the Contractors inspectors may be based on one or more of the following conditions a)current certification in accordance with the American Welding Society (AWS), Certified Welding Inspector (CWI/SCWI) qualified and certified in accordance with provisions of AWS QC1, Standard for AWS Certified Welding Inspector b) Current certified welding inspectors qualified by the Canadian Welding Bureau (CWB) to Level II or the Level III requirements of the Canadian Standards Association Standard W 178.2 Certification of Welding Inspectors c) An individual who, by experience, and/or education, in metals, fabrication and testing, is competent to perform inspection per the Contractors Quality Control System (QCS).

E.3.4.2 The Government, at its discretion, reserves the right to review the procedures utilized by the Contractor to qualify and certify its nondestructive testing and visual inspection personnel.

E.3.4.3 In addition to the materials specified in the TACOM Drawing 12479550, Ground Combat Vehicle Welding Code - Steel that require a waiting period for inspection, MIL-DTL-46100 armor shall not be inspected until 48 hours after completion of welding.

E.4 INSPECTION AND ACCEPTANCE NOTIFICATION

E.4.1 The Contractor shall provide advance notification to the cognizant DCMA office prior to submitting a vehicle for inspection and acceptance.

E.5 RESERVED

E.6 INSPECTION/ACCEPTANCE POINT FOR DATA DELIVERABLES

E.6.1 Inspection and acceptance of the data deliverables shall be made at the destination(s) set forth in the CDRLs in Exhibit A of this contract.

E.7 ACCEPTANCE OF VEHICLES AND PREPARATION FOR SHIPMENT

E.7.1 The Contractor may present vehicles for acceptance with the list of components in Attachment 0009 not installed or stowed in the vehicle.

E.7.2 The components listed in Attachment 0009 shall be installed or stowed in the vehicle prior to shipment.

E.8 SINGLE PROCESS INITIATIVES (SPI)

E.8.1 The following SPIs are incorporated by reference:

<u>SPI</u>	<u>Effective Date</u>	<u>Title</u>
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Description: Coating weight test specimens required by DoD-P-16232 and TT-C-490 may be reused provided that they are abrasive blasted and the corresponding production parts are also blasted. Lot size for salt spray testing per MIL-C-53072 is to be defined within the Contractor's procedures based on historical performance.

ARZ004 10/3/96 MIL-STD-130 Part Marking

Description: The application of MIL-STD-130 Part Marking as required by the technical data has been waived with the following exceptions: a) spare parts, b) serialized items, c) hydraulic hoses, tubes, and wiring harnesses.

ARZ005 10/4/96 Paint Acceptance Criteria

Description: Workmanship standards and/or contract language to standardize paint requirements and acceptance criteria across contracts (standardize non-skid VOC free paint and increase camouflage transition zones to +/-2").

ARZ009 10/31/96 Eliminating Detailed Packaging Development

Description: Eliminate packaging development for depot-level expendable parts. Only weight and cube data for Depot-Level Expendable Items will be completed for these items to facilitate just-in-time shipment planning. This change covers items with SMR codes P_DZZ.

ARZ013 1/8/98 Replacement of Environmentally Unfriendly

Description: Where casting drawings specify Red Oxide Primer TT-P-664, replace with Devran #720. Prior to Paint Requirements finishing or welding, the Devran #720 shall be removed. Replace Carbomastic #15 with 5-7 mils of Devron #122UD (high solids paint) on Bradley vehicles.

ARZ015 6/16/98 Aluminum Welding Repair Procedures

Description: Eliminate the 51 existing standard aluminum welding repair procedures and replace with one document which incorporates best practices and guidance from the BAE/TACOM Aluminum Welding Code.

ARZ016 7/14/98 Correction to Mod ARZ015

Description: Incorporate missing language and corrects incorrect language to SPI MOD ARZ015, Aluminum Weld Repair Procedures.

ARZ022 9/18/03 Direct Metal to Paint

Description: Eliminates the application of chromate chemical conversion coatings and chromate wash primers to both aluminum and steel vehicle structures and apply CARC paint directly to metal substrate.

E.10 QUALITY ASSURANCE

E.10.1 Quality Management System (QMS). The Contractor shall develop, implement, and maintain a quality system for all supplies and services to be provided under this contract. The quality system shall, as a minimum, meet the requirements of ANSI/ISO/ASQ 9001-2008 or an equivalent standard. Government approval of the Quality System is not required, if at the time of contract award, the Contractor is a Registrar Accreditation Board (RAB) certified/registered ANSI/ISO/ASQ 9001-2008, TS16949 or AS9100 supplier. The Contractors Quality System requirements shall apply at the place of vehicle in-process and final assembly. The quality system shall address all software and hardware contractual requirements.

E.10.1.1 The Contractor shall have a Supplier quality assurance program that defines the appropriate ANSI/ISO/ASQ 9001-2008 or equivalent quality system requirements for each Supplier. The Contractors supplier quality assurance program shall assure each Supplier has a documented quality system which consists of development, implementation, and maintenance of control plans for all Supplied

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products. The Contractors supplier quality assurance program shall be documented as part of the quality manual or referenced within.

E.10.1.2 Contractor's documentation verifying the review and acceptance of their Suppliers quality assurance system and control plans (as applicable) shall be made available for review upon Government request. The Government reserves the right to perform quality audits or reviews at the Contractors and Suppliers facilities as deemed necessary.

E.10.1.3 Quality Planning. The Contractor shall establish Product Quality Plans and Control Plans that define the steps necessary to assure that products meet customer requirements.

E.10.1.4 Production Part Approval. For all new or changed: Suppliers, systems, subsystems, components, parts, and key processes for this contract as compared to the most recent contract, the Contractor shall validate that their Suppliers processes have the capability of meeting design and specification requirements prior to the first shipment of product to the Contractor. The Contractors validation process for new design components or parts shall, at a minimum, utilize the products applicable control plan developed by the Supplier and approved by the Contractor. The Government reserves the right to review all associated production part approval documents and records at its discretion.

E.10.2 Quality Conformance Inspection (QCI). The Contractor shall conduct a complete final inspection of each unit produced to assure a defect-free product and conformance to all contractual requirements. The QCI shall be conducted and documented using a Contractor-prepared and Government-approved Final Inspection Record (FIR).

E.10.2.1 Final Inspection Record (FIR). The Contractor shall submit a validated FIR for Government approval, IAW DI-QCIC-81068 (See CDRL A015), 90 days prior to first submission of vehicles for Government acceptance. The contractor shall utilize the current M88A2 FIR (QP12364500), but shall update it to reflect this contracts requirements, perform validation, and publish as a new revision prior to submittal for Government approval. Upon Government approval, the Contractor shall utilize the FIR for each vehicle produced under the contract.

E.10.2.2 The Contractor shall describe, in writing, deficiencies discovered during inspection and include the deficiencies as part of the FIR.

E.10.2.3 If the Contractor determines that the FIR is not appropriate for final inspection of the end item, for any reason, the Contractor must obtain written approval from the contracting officer prior to employing any other form for this purpose.

E.10.3 Product Quality Deficiency Reports (PQDR) Customer/User Generated. During the period of performance of this contract, the Contractor shall investigate and provide failure analysis, root cause and corrective action to all Product Quality Deficiency Reports (PQDR's), Standard Form 368, generated by a field user against supplies produced under this contract. The Contractor shall provide a report which contains the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action or interim action. The proposed effectivity point shall be identified by vehicle serial number. All costs related to PQDR investigations are the Contractors responsibility.. For PQDR investigations that identify deficiencies attributable to Contractor workmanship or product nonconformance, the Contractor shall provide replacement components as deemed appropriate by the Government PQDR Action Officer at no cost to the Government. Corrective actions requiring configuration changes shall follow the Configuration Management requirements as specified in C.7 of the contract.

E.10.3.1 Failure Analysis and Corrective Action Report (FACAR).

The Contractor shall submit a final written response, in contractor format, in accordance with DI-SESS-81315B (CDRL A014) for each PQDR received. If a final response is not ready for submittal by the due date, the Contractor shall submit an interim response detailing the status of the investigation. The response shall report on the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action, interim action and Contractor's position with respect to repair or replacement parts.

E.10.3.2 Should the Contractor want the deficient exhibit for analysis, the Contractor shall request the exhibit from the Action Point listed in the PQDR within five days of receipt of PQDR. Extension of response due dates may be granted by the Government based on transit time of exhibits.

E.10.3.3 The Contractor shall respond to PQDRs according to the following time frame:

Category I - Interim due within 72 hrs. of receipt of PQDR. Final due within 15 days of receipt of PQDR.

Category II Final due within 20 days of receipt of PQDR.

E.10.4 Product Quality Deficiency Reports (PQDR)- Government Furnished Materiel (GFM). Upon discovery of defective or deficient GFM, the Contractor shall generate a Non-Conformance Report (NCR) as per their established internal procedures. The NCR shall contain sufficient information (i.e., Discovery Date, Part Number (P/N), National Stock Number (NSN), Nomenclature, Mfg. Cage Code, Contract No., Qty., Detailed Description of Deficiency/Non-Conformance) to generate a PQDR. The contractor shall generate a PQDR for all deficient/defective GFM and follow the current process established between themselves and DCMA.

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

E.10.5 Control Test (CT). In addition to the inspection/tests conducted during QCI utilizing the FIR, Control tests for maintaining and evaluating process control of production items shall be conducted by the Contractor and witnessed by the designated Government representative, in accordance with the PD and FIR. The Contractor shall perform the test on one production unit, randomly selected by the Government, every 6 months or every 15 units, whichever comes first.

E.10.5.1 Control Test Lot. The unit selected for CT shall be used as the control test sample representing the control test lot. The control test lot is defined as those units produced since the last CT unit (or first unit produced) through the selected CT unit. The CT unit itself will not be accepted by the Government on a DD-250, nor will the Contractor be eligible for payment, until that unit has successfully passed all testing. The final DD-250 can be completed and the Contractor eligible for payment when the control test unit has had all deficiencies corrected and when all lot screening and corrections are complete.

E.10.5.2 Control Test Deficiencies. Control test deficiencies found during or as a result of the test shall be prima facie evidence that all units within the CT lot are suspect of being similarly defective. The Contractor shall provide objective quality evidence to the on-site QAR that units representing the control test lot are not similarly defective. In the event that the defect(s) exists beyond the control test vehicle, the Contractor shall correct the defect(s) on all units within the CT lot at no additional cost to the Government. The Contractor is allowed to perform control tests at a lesser interval, but at no additional cost to the Government.

E.10.5.3 Control Test Documentation. The Contractor shall prepare a test report for each control test performed. The report may be in Contractor format and shall contain Control test results and corrective actions as applicable. Test reports shall be made available to the Government upon request. Each test report shall be completed and in its final form within seven (7) days of test completion.

E.10.6 Inspection Equipment. Except as otherwise expressly provided for under this contract, the Contractor shall supply and maintain all inspection and test equipment necessary to insure that the end item/components conform to contract requirements. All Contractor inspection equipment shall be available for use on or before the start of production. The Contractor shall make inspection equipment available to the Government Inspector, upon request, for end item or component inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment will be returned to the Contractor. All inspection and test equipment used by the Contractor shall be included in a Calibration System as part of the Contractors QMS.

E.10.7 Drawings For Inspection. When requested, the Contractor shall make available to the Government Representative, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated to the latest revision as of the date specified in paragraph C.1.4. Upon completion of their use, they will be returned to the Contractor.

E.10.8 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 C.10.8.3.3) 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.10.8.1 Request for Deviation/Variance (RFD/RFV). All non-conformances processed by a MRB with resulting dispositions of Use-As-Is or Repair shall require the generation of a RFD/RFV. A RFD/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. A RFD/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. RFD/RFV classifications shall be based on the definition of the associated non-conformance (Reference E.10.8.3.)

E.10.8.2 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.10.8.2.1 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.

E.10.8.2.2 Non-Standard Repairs. After processing by a MRB, Non-Standard repairs shall require the submittal of a RFD/RFV as per E.10.8.1 (Request for Deviation/Variance).

E.10.8.2.3 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.10.8.3 Definition of Non-conformances. Unless otherwise defined/specified in the systems/sub-systems/components/parts associated technical data, specifications, or other requirements, the following definitions apply:

E.10.8.3.1 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

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vital function of the item.

E.10.8.3.2 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.10.8.3.3 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.10.8.4 The Contractor shall develop and maintain a data system for recording and analyzing nonconformance information. Examples of 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)

E.10.9 Corrective Action Board (CAB). The Contractor shall establish a CAB consisting of management representatives of appropriate Contractor organizations with the level of responsibility and authority necessary to assure that the root cause(s) of nonconforming material has been identified and that corrective actions are timely and effective throughout the Contractor's organization. The CAB shall have the authority to require investigations and studies necessary to define essential corrective actions which will result in reducing costs associated with scrap, rework and repair, and reductions in the amount of nonconforming material. The Contractor shall develop minutes or reports associated with CAB activities and make available for Government review upon request. The Government reserves the right to participate in, or become a member of, the CAB.

E.11* Producibility. Detail dimensional requirements of parts or subassemblies, which are inseparable from major assemblies, may be considered as reference only. These dimensions may be treated as reference only provided that they have no effect on form, fit or function of the assembly or interchangeability of separate parts or subassemblies. This clause does not permit exception to any approved welding procedures.

*Revised via PZ0002

*** END OF NARRATIVE E0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 32 of 34

PIIN/SIIN W56HZV-13-C-0358

MOD/AMD PZ0002

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001AA	JM3A3004JM	1	A.0009330.1.3.2	AA \$	109,800,325.99 \$	27,426,446.01 \$	137,226,772.00
0002AA	JM3A3004JM	1	A.0009330.1.3.2	AA \$	2,611,509.25 \$	757,421.75 \$	3,368,931.00
NET CHANGE						\$ 28,183,867.76	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AA	021 201320152033 A5XGJ GA0570ARU05 3109 L034342101 A.0009330.1.3.2	021001 \$ 28,183,867.76
NET CHANGE		\$ 28,183,867.76

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ 112,411,835.24	\$ 28,183,867.76	\$ 140,595,703.00	

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	INCREASE/DECREASE	CUMULATIVE
0001AA	AA	021 201320152033 A5XGJ GA0570ARU05 3109 L034342101 A.0009330.1.3.2		021001
0002AA	AA	021 201320152033 A5XGJ GA0570ARU05 3109 L034342101 A.0009330.1.3.2		021001

Status	Regulatory Cite	Title	Date
G-1 CHANGED	52.242-4016	COMMUNICATIONS	FEB/2013

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: N/A
E-mail: N/A

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Margaret A. Weber
E-mail: margaret.weber@dcmamil

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 33 of 34****PIIN/SIIN** W56HZV-13-C-0358**MOD/AMD** PZ0002**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS L.P.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-2 ADDED	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-3 ADDED	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-4 DELETED	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 34 of 34****PIIN/SIIN** W56HZV-13-C-0358**MOD/AMD** PZ0002**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS L.P.

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>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)			
Attachment 0003	GOVERNMENT FURNISHED MATERIAL, PROPERTY AND INFORMATION (R5)	26-MAR-2014		EMAIL
Attachment 0004	GFM DELIVERY SCHEDULE (R5)	26-MAR-2014		EMAIL
Attachment 0006	APPROVED ENGINEERING CHANGE PROPOSALS (R6)	19-MAR-2014		
Attachment 0008	BASIC ISSUE ITEM/COMPONENTS OF THE END ITEM (R2)	26-MAR-2014		EMAIL

14. DISTRIBUTION A. ADDRESSEES: FINAL 1
 B. COPIES DRAFT

15. TOTAL: 1

16. REMARKS: FIRST SUBMISSION WITHIN 60 CALENDAR DAYS AFTER AWARD OF CONTRACT, AND MONTHLY THEREAFTER. REPORTS SHALL BE EMAILED TO THE FOLLOWING PERSONNEL: SHEREE.D.DEAN.CIV@MAIL.MIL, LISA.M.JONES.CIV@MAIL.MIL, AND LESLIE.O.LEWIS.CIV@MAIL.MIL.

1. DATA ITEM NO. A005
 2. TITLE OF DATA ITEM: CONFIGURATION MANAGEMENT (CM)
 3. SUBTITLE:
 4. AUTHORITY (Date of Acq Document No.) N/A
 5. CONTRACT REFERENCE: C.7.1
 6. REQUIRING OFFICE: SFAE-GCS-AAD
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: D
 10. FREQUENCY: SEE BLK 16
 11. AS OF DATE: SEE BLK 16
 12. DATE OF FIRST SUB: See Blk 16
 13. DATE OF SUBS.SUB: See Blk 16
 14. DISTRIBUTION A. ADDRESSEES: SFAE-GCS-AAD (Matthew.M.Safron.civ@mail.mil)
 B. COPIES DRAFT FINAL

1

15. TOTAL: 1

16. REMARKS: The contractor shall update and deliver its CM plan to the Government. Any changes to the CM plan shall be submitted to the Government for comment, in the form of a revised CM plan. The contractor shall maintain and deliver a detailed flowchart that lays out the ECP process from problem investigation through Engineering Release Record (ERR) delivery. This is a one-time submittal, unless the ECP process is revised by the contractor, in which case a revised flowchart shall be delivered.

1. DATA ITEM NO. A006
 2. TITLE OF DATA ITEM: Hazardous Substance Waiver Request
 3. SUBTITLE:
 4. AUTHORITY (Date of Acq Document No.) DI-SAFT-81626
 5. CONTRACT REFERENCE: C.8.4.2
 6. REQUIRING OFFICE: SFAE-GSC-AAD
 7. DD250 REQ: NO
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: D
 10. FREQUENCY: ASREQ
 11. AS OF DATE: SEE BLK 16
 12. DATE OF FIRST SUB: ASREQ
 13. DATE OF SUBS.SUB: ASREQ
 14. DISTRIBUTION A. ADDRESSEES: SFAE-GCS-AAD (CHRISTINA.L.BURROWS.CIV@MAIL.MIL)
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1

15. TOTAL: 1

16. REMARKS: Request for Waivers shall be submitted, as required, by the Contractor when Government approval is being requested to waive a contract requirement. The Government will review submitted waiver requests and provide approval or disapproval within 21 calendar days of receipt of the request.

The following information shall be included in the waiver request submission:

- a. Identification of the hazardous material being used.
- b. Location and quantity of parts/components that the hazardous material is used on.
- c. Detailed technical justification for use of the hazardous material and a summary of the alternatives that were considered.
- d. Program risk assessment
- e. Replacement plan

f. Health Hazard Assessment

BLK14: The Contractor shall prepare and submit CDRL in contractor's format in an editable Microsoft Office Suite.

1. DATA ITEM NO. A007 "RESERVED"

1. DATA ITEM NO. A008 "RESERVED"

1. DATA ITEM NO. A009 "RESERVED"

1. DATA ITEM NO. A010 "RESERVED"

1. DATA ITEM NO. A011 "RESERVED"

1. DATA ITEM NO. A012
2. TITLE OF DATA ITEM: CRITICAL SAFETY ITEM, CHARACTERISTICS AND CRIITICAL DEFECT REPORT
3. SUBTITLE:
4. AUTHORITY (Date of Acq Document No.) DI-SAFT-80970A
5. CONTRACT REFERENCE: C.8.6.4
6. REQUIRING OFFICE: SFAE-GSC-AAD
7. DD250 REQ:LT
8. APP CODE: A
9. DIST. STATEMENT REQUIRED: D
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: ASREQ
13. DATE OF SUBS.SUB: ASREQ
14. DISTRIBUTION A. ADDRESSEES: SFAE-GCS-AAD, (TERRY.D.SMART.CIV@MAIL.MIL)
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15. TOTAL: 1
16. REMARKS:

BLK 4:

The Report shall contain the following information:

1. List of Critical Safety Items (CSIs) identified, along with critical characteristics of the items
2. Item nomenclature and part numbers

BLKS 10, 12, and 13:

The updated Critical Safety Item, Characteristic and Critical Defect Report shall be delivered NLT 30 days after contract award.

The Critical Safety Item, Characteristic and Critical Defect Report shall be updated and delivered annually.

The Government will provide comments within 30 calendar days after receipt of submission. Comments from the Government shall be addressed in an updated resubmission by the Contractor within 14 calendar days of receipt of government comments.

BLK 14: The Contractor shall prepare and submit CDRL in contractor's format in an editable Microsoft Office Suite.

-
1. DATA ITEM NO. A013
 2. TITLE OF DATA ITEM: CORROSION PREVENTION AND CONTROL PLAN (CPCP)
 3. SUBTITLE:
 4. AUTHORITY (Date of Acq Document No.) N/A
 5. CONTRACT REFERENCE: C.9.3
 6. REQUIRING OFFICE: SFAE-GSC-AAD
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: D
 10. FREQUENCY: ASREQ
 11. AS OF DATE: N/A
 12. DATE OF FIRST SUB: ASREQ
 13. DATE OF SUBS.SUB: ASREQ
 14. DISTRIBUTION A. ADDRESSEES: SFAE-GCS-AAD (Christina.L.Burrows.civ@mail.mil)
 - B. COPIES DRAFT FINAL
 15. TOTAL: 1
 16. REMARKS:

1

BLK 4: The Contractor CPCP shall consist of the following:

1. Specify the design and maintenance corrosion control methods that shall be employed on the system.
2. Materials, designs, and other engineering considerations which minimize the impact of the environmental conditions on the system.
3. Identify all methods of packaging, preservation, and storage to be used for the system. This shall include materials and methods used, as well as the need for any specialized equipment or facilities for application or storage.
4. Identify procedures for inspection and prevention of corrosion during system service life.
5. Identify maintenance procedures, materials, facilities/equipment, manpower, and other associated life-cycle costs. This shall include the costs needed to construct any specialized facilities or equipment required by the contractor to repair/rebuild the weapon systems.
6. Guidelines of procedures and materials that are available for corrosion correction. The following elements shall be considered in the guidelines:
 - a. Painted surfaces Procedures shall be included to minimize corrosion either with a temporary treatment or complete repair or replacement of coatings and finishes.
 - b. Moving Metal Surfaces (Sliding, Hinged, or Pivoting) Procedures shall be included to clean and lubricate moving surfaces.
 - c. Electrical Connectors Procedures shall be included to protect electrical connectors from corrosive environments such as airborne salts or excessive humidity.
 - d. Crevices, Joints and Seams Procedures shall be included to protect crevice areas (e.g., intermittently welded joints, the interface edge of access panels, and gaskets) from corrosion due to trapped moisture and poultice.
 - e. Damaged Sealants Procedures shall be included to repair damaged sealant to prevent crevice corrosion and potential water leaks.
 - f. Damaged Seals or Gaskets Procedures shall be included to identify and replace damaged seals and gaskets to prevent crevice and bearing corrosion and potential water leaks.
 - g. Hydraulic, Brake and Fuel Line Fittings Procedures shall be included to ensure that fittings do not leak fluid and that outside

water does not migrate into the threads of the fittings, causing corrosion

h. Threaded Fasteners and Holes Procedures shall be included to properly seal fastener threads to prevent thread corrosion when fasteners are replaced.

7. Address location-specific deterioration on the system. This can include loss of coating or damage to the corrosion protection system in areas prone to impact, abrasion, and wear. The corrosion protection of these areas shall be addressed with requirements for specific materials or methods.

8. List, by area, component, subassembly, the substrate materials used on the system. (Optional if included in the Indentured Bill of Materials (IBOM)/ABCL)

9. Identify and match to the service life of the system or component inherently corrosion resistant materials, such as aluminum and composites, or identify the application or corrosion protection technologies, such as galvanizing. The used of non-standard or less corrosion resistant materials shall be identified with supporting rationale.

10. List all proposed sealant materials, methods of application, and quality assurance test procedures.

11. Document procedures for cleaning and surface preparation necessary to meet the corrosion control requirements.

12. Document the frequency and location of Dry Film Thickness (DFT) readings.

13. Document the paint adhesion test results.

14. Document the lessons learned from development of the CPCP by:

- a. Providing detailed information on all lessons learned regarding the CPCP development, implementation, and results
- b. Providing a summary of the item corrosion reports

15. Document the process and test results for the coating systems

BLKS 10, 12 and 13: The CPCP shall be submitted NLT 90 days after contract award.

BLKS 10 and 13: The Government will provide comments within 30 calendar days after receipt of submission. Comments from the Government shall be addressed in an updated resubmission by the Contractor within 14 calendar days of receipt of government comments.

BLK 14: The Contractor shall prepare and submit CDRL in contractor's format in an editable Microsoft Office Suite.

-
1. DATA ITEM NO. A014
 2. TITLE OF DATA ITEM: FAILURE ANALYSIS AND CORRECTIVE ACTION
REPORT (FACAR)
 3. SUBTITLE: Product Quality Deficiency Reports Customer/User Generated
 4. AUTHORITY (Date of Acq Document No.) DI-SESS-81315B
 5. CONTRACT REFERENCE: C.10.3.1
 6. REQUIRING OFFICE: SFAE-GCS-AAD
 7. DD250 REQ: LT
 8. APP CODE: N/A
 9. DIST. STATEMENT REQUIRED: D
 10. FREQUENCY: ASREQ
 11. AS OF DATE: ASREQ
 12. DATE OF FIRST SUB: SEE BLK 16
 13. DATE OF SUBS.SUB: SEE BLK 16
 14. DISTRIBUTION A. ADDRESSEES: SFAE-GCS-AAD (RICKEY.D.WEBB.CIV@MAIL.MIL)
 - B. COPIES DRAFT FINAL

15. TOTAL:

16. REMARKS: Final response is due within 30 calendar days after receipt of Product Quality Deficiency Reports (PQDRs). For category 1 PQDRs, an interim response is due within 72 hours after receipt. See PQDR, SF 368, for definition of categories. Submit responses to delegated DCMA office and PM ABCT Quality Assurance Team.

-
1. DATA ITEM NO. A015
 2. TITLE OF DATA ITEM: FINAL INSPECTION RECORD (FIR)
 3. SUBTITLE:
 4. AUTHORITY (Date of Acq Document No.) DI-QCIC-81068
 5. CONTRACT REFERENCE: C.10.2.1

- 6. REQUIRING OFFICE: SFAE-GCS-AAD
- 7. DD250 REQ: LT
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY: ASREQ
- 11. AS OF DATE: ASREQ
- 12. DATE OF FIRST SUB: SEE BLK 16
- 13. DATE OF SUBS.SUB: SEE BLK 16
- 14. DISTRIBUTION A. ADDRESSEES: SFAE-GCS-AAD (mailto:RICKEY.D.WEBB.CIV@MAIL.MIL), DCMA
- B. COPIES DRAFT FINAL

2

15. TOTAL: 2

16. REMARKS: Final Inspection Record (FIR). The Contractor shall submit a validated FIR for Government approval, IAW DI-QCIC-81068, 90 days prior to first submission of vehicles for Government acceptance. The contractor shall utilize the current M88A2 FIR (QF12364500), but shall update it to reflect this contracts requirements, perform validation, and publish as a new revision prior to submittal for Government approval. Upon Government approval, the Contractor shall utilize the FIR for each vehicle produced under the contract.

An updated/revised current M88A2 FIR shall be used for validation and approval under this contract.

The contractor shall update the FIR throughout the contract period as requirements or vehicle configuration changes occur. All revisions/updates require Government approval.

The FIR shall be organized so as to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its manufacture and final inspection. The FIR shall list each vehicle characteristic or function to be inspected from the vehicles PD/PS. At a minimum, the FIR shall have blocks for the Contractor's inspector initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be updated to reflect all engineering and manufacturing changes that impact the FIR, during the entire contract period. The Contractor shall submit the completed and certified copy of the FIR to the Government Inspector with each item inspected and offered for acceptance by the Government.

- 1. DATA ITEM NO. A016
- 2. TITLE OF DATA ITEM: TECHNICAL INSPECTION REPORT
- 3. SUBTITLE: M88A1 Hull Inspection
- 4. AUTHORITY (Date of Acq Document No.) DI-MISC-80711A
- 5. CONTRACT REFERENCE: C.14
- 6. REQUIRING OFFICE: ABCT-M88
- 7. DD250 REQ: N/A
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: A
- 10. FREQUENCY: ONE/R
- 11. AS OF DATE: ASREQ
- 12. DATE OF FIRST SUB: SEE BLK 16
- 13. DATE OF SUBS.SUB: SEE BLK 16
- 14. DISTRIBUTION: DRAFT FINAL A. ADDRESSEES: SFAE-GCS-ABCT-
- LD 1 1
- SFAE-GCS-AMM 1 1
- AMSTA-LCG-AR 1

15. TOTAL: 3

16. REMARKS:

Contractor shall provide the inspection report no later than 30 days after completing the vehicle inspection. The Government will provide comments to the inspection report to the contractor within 10 days of receipt. The contractor shall submit the final inspection report within 5 days of receipt of government comments

- 1. DATA ITEM NO. A017
- 2. TITLE OF DATA ITEM: FAT REPORT
- 3. SUBTITLE:
- 4. AUTHORITY (Date of Acq Document No.) DI-MISC-80711A

5. CONTRACT REFERENCE: FAR 52.209-3
6. REQUIRING OFFICE: ABCT-M88
7. DD250 REQ: A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: A
10. FREQUENCY: ONE/R
11. AS OF DATE: ASREQ
12. DATE OF FIRST SUB: 120 days
13. DATE OF SUBS.SUB: N/A
14. DISTRIBUTION: DRAFT FINAL A. ADDRESSEES: SFAE-GCS-ABCT-
LD 1 1
SFAE-GCS-AMM 1 1
AMSTA-LCG-AR 1

15. TOTAL: 3

16. REMARKS:

If First article test is required in accordance with E.1 "Ballistics Testing", then a FAT report shall be submitted as described in FAR 52.209-3. Submittal is 120 days after FAT begins.

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ATTACHMENT 0003
GOVERNMENT FURNISHED MATERIAL (GFM)
Revision 5, 26 March 2014
Via Modification PZ0002

Attachment 0003 dated 26 March 2014 is provided as EXCEL file via EMAIL as part of Modification PZ0002 and is filed in PCF contract file "GFM Attachments" folder.

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ATTACHMENT 0004
GFM DELIVERY SCHEDULE
Revision 5, 26 March 2014
Via Modification PZ0002

Attachment 0004 dated 26 March 2014 is provided as EXCEL file via EMAIL as part of Modification PZ0002 and is filed in PCF contract file "GFM Attachments" folder.

ATTACHMENT 0006
APPROVED ECPs
Revision 6, 19 March 2014
Via Modification PZ0002

<u>ECP NO.</u>	<u>DESCRIPTION</u>
GSD-W1350	COMMON IUID PLATES (CLASS I)
GSD-W1355	GATE VALVE AND REFUEL DEFUEL PUMP (CLASS I)
GSD-W1405	ANTENNA GASKET MATERIAL CHANGE 7726600*00 TO *01 (CLASS II)
GSD-W1402	STOWAGE OPMOD VER/VAL (CLASS I)
GSD-W1410	CLARIFICATION NEEDED FOR RVX100013/M88 APPLIQUE ARMOR HEAT TREAT REQUIREMENT (CLASS II)
GSD-W1418	HYDRAULIC CYLINDER FEATURE CONTROL M88A2 (CLASS II)
GSD-W1406	M88A2 DRIVERS ACCELERATOR PEDALPAINT FREE HOLE (CLASS II)
GSD-W1411	LED BOOM LIGHT KIT CHANGES
GSD-V001*	AUXILIARY POWER UNIT (APU) DRIVE CHAIN SUBSTITUTION
GSD-V003*	ADVANCED INCORPORATION OF REVISED AT4 WEAPON STOWAGE BRACKETS
GSD-V002R1*	DESIGN REVISION OF VISION BLOCKS TO INCLUDE OPTIONAL USE OF BALLISTIC RETAINER AND SEALANT COLOR

*Revised via modification PZ0002

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ATTACHMENT 0008
BASIC ISSUE ITEMS (BII)
COMPONENTS OF THE END ITEM (COEI)
Revision 2, dated 26 March 2014
Via Modification PZ0002

Attachment 0008 dated 26 March 2014 is provided as EXCEL file via EMAIL as part of Modification PZ0002 and is filed in PCF contract file "GFM Attachments" folder.

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ATT/EXH ID

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