

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

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2. Amendment/Modification No. P00234	3. Effective Date 2013AUG08	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By Code W56HZV U.S. ARMY CONTRACTING COMMAND LIDIA DALESSANDRO WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: LIDIA.DALESSANDRO@US.ARMY.MIL	7. Administered By (If other than Item 6) Code S3915A DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG 4-A P.O. BOX 11427 PHILADELPHIA PA 19111-0427
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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-07-C-0256
	<input type="checkbox"/>	10B. Dated (See Item 13) 2007APR13

Code 06085 **Facility Code**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)

SEE SECTION G (IF APPLICABLE)

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

<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: By Mutual Agreement of the Parties	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) RYAN W. STACEY RYAN.STACEY@US.ARMY.MIL (586)282-7167	
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 2013AUG08

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LIDIA DALESSANDRO
 Buyer Office Symbol/Telephone Number: CCTA-AHR-A/(586)282-6977
 Type of Contract: Cost Plus Fixed Fee
 Kind of Contract: Other
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: B
 Weapon System: Recovery Vehicle, M51/M74/M88

*** End of Narrative A0000 ***

Contract: W56HZV-07-C-0256
 Modification: P00234

Previous Contract Amount: \$486,692,605
 Amount via P00234: (\$8,541,623)
 Total Contract Amount: \$478,150,982

1. The purpose of Modification P00234 to Contract W56HV-07-C-0256 is to incorporate the Work Directive revisions listed below. The revisions are incorporated in order to de-obligate funding based on actual labor hours worked and actual costs incurred. The contractor is authorized to invoice remainig fee based on the below settlement of total fixed fee.

a. Work Directive USMC-H-07-01 Revision 2 reduces labor and material/ODCs in the amount of (\$5,749), broken down as follows: (SLIN 0004AC)

	Prior	This Change	Total
Hours	16,607	(839)	15,768
Labor Cost	\$ 1,260,611	\$ 0	\$ 1,260,611
Material/ODCs	\$ 782,450	\$ 0	\$ 782,450
Material/ODCs FCCM	\$ 488	\$ 0	\$ 488
Total Cost	\$ 2,043,549	\$ 0	\$ 2,043,549
Labor Fee	\$ 113,744	\$ (5,749)	\$ 107,995
Material/ODC Fee	\$ 71,202	\$ 0	\$ 71,202
Total Fee	\$ 184,946	\$ (5,749)	\$ 179,197
Total CPFF	\$ 2,228,495	\$ (5,749)	\$ 2,222,746

b. Work Directive STS-H-07-06, Revision 2 reduces labor and material/ODCs in the amount of (\$62,491), broken down as follows: (SLIN 0014AA)

	Prior	This Change	Total
Hours	11,138	(533)	10,605
Labor Cost	\$ 691,893	\$ (159,656)	\$ 532,237
Material/ODCs	\$ 64,124	\$ 100,167	\$ 164,291
Material/ODCs FCCM	\$ 40	\$ 12	\$ 52
Total Cost	\$ 756,057	\$ (59,477)	\$ 696,580
Labor Fee	\$ 62,930	\$ (3,014)	\$ 59,916
Material/ODC Fee	\$ 5,835	\$ 0	\$ 5,835
Total Fee	\$ 68,765	\$ (3,014)	\$ 65,751
Total CPFF	\$ 824,822	\$ (62,491)	\$ 762,331

c. Work Directive STS-H-07-07 Revision 6 reduces labor and material/ODCs in the amount of (\$3,079,427), broken down as follows: (SLIN 0018AA)

	Prior	This Change	Total
Hours	8,590	(2,865)	5,725
Labor Cost	\$ 620,284	\$ (265,947)	\$ 354,337
Material/ODCs	\$ 22,543,612	\$ (2,784,404)	\$ 19,759,208
Material/ODCs FCCM	\$ 14,832	\$ (10,394)	\$ 4,438
Total Cost	\$ 23,178,728	\$ (3,060,745)	\$ 20,117,983

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PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00234

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

Labor Fee	\$ 56,007	\$ (18,683)	\$ 37,324
Material/ODC Fee	\$ 2,051,469	\$ 0	\$ 2,051,469
Total Fee	\$ 2,107,476	\$ (18,683)	\$ 2,088,792
Total CPFF	\$25,286,204	\$ (3,079,428)	\$22,206,776

d. Work Directive STS-H-08-01 Revision 1 reduces labor and material/ODCs in the amount of (\$50,441), broken down as follows: (SLIN 0022AA)

	Prior	This Change	Total
Hours	864	(277)	588
Labor Cost	\$ 66,079	\$ (46,112)	\$ 19,967
Material/ODCs	\$ 50,800	\$ (2,394)	\$ 48,406
Material/ODCs FCCM	\$ 37	\$ (27)	\$ 10
Total Cost	\$ 116,916	\$ (48,533)	\$ 68,383

Labor Fee	\$ 5,961	\$ (1,908)	\$ 4,053
Material/ODC Fee	\$ 4,623	\$ 0	\$ 4,623
Total Fee	\$ 10,584	\$ (1,908)	\$ 8,676
Total CPFF	\$ 127,500	\$ (50,441)	\$ 77,059

e. Work Directive STS-H-08-02 Revision 3 reduces labor and material/ODCS in the amount of (\$564,117), broken down as follows: (SLIN 0036AA)

	Prior	This Change	Total
Hours	6,688	(4,637)	2,051
Labor Cost	\$ 511,498	\$ (439,558)	\$ 71,940
Material/ODCs	\$ 188,750	\$ (92,456)	\$ 96,294
Material/ODCs FCCM	\$ 137	\$ (107)	\$ 30
Total Cost	\$ 700,385	\$ (532,121)	\$ 168,264

Labor Fee	\$ 46,147	\$ (31,996)	\$ 14,151
Material/ODC Fee	\$ 17,176	\$ 0	\$ 17,176
Total Fee	\$ 63,323	\$ (31,996)	\$ 31,327
Total CPFF	\$ 763,708	\$ (564,117)	\$ 199,591

f. Work Directive STS-H-08-03 Revision 1 reduces labor and material/ODCs in the amount of (\$91,298), broken down as follows: (SLIN 0024AA)

	Prior	This Change	Total
Hours	5,984	(284)	5,700
Labor Cost	\$ 397,517	\$ (111,659)	\$ 285,858
Material/ODCs	\$ 60,125	\$ 22,085	\$ 82,210
Material/ODCs FCCM	\$ 44	\$ (10)	\$ 34
Total Cost	\$ 457,686	\$ (89,584)	\$ 368,102

Labor Fee	\$ 36,143	\$ (1,715)	\$ 34,428
Material/ODC Fee	\$ 5,471	\$ 0	\$ 5,471
Total Fee	\$ 41,614	\$ (1,715)	\$ 39,899
Total CPFF	\$ 499,300	\$ (91,299)	\$ 408,001

g. Work Directive STS-H-08-04 Revision 1 reduces labor and material/ODCs in the amount of (\$1,465), broken down as follows: (SLIN 0035AA)

	Prior	This Change	Total
Hours	0	0	0
Labor Cost	\$ 0	\$ 0	\$ 0
Material/ODCs	\$ 11,200	\$ (1,462)	\$ 9,738
Material/ODCs FCCM	\$ 8	\$ (3)	\$ 5
Total Cost	\$ 11,208	\$ (1,465)	\$ 9,743

Labor Fee	\$ 0	\$ 0	\$ 0
Material/ODC Fee	\$ 1,019	\$ 0	\$ 1,019

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MOD/AMD P00234

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

Total Fee	\$ 1,019	\$ 0	\$ 1,019
Total CPFF	\$ 12,227	\$ (1,465)	\$ 10,762

h. Work Directive STS-H-08-15 Revision 1 reduces labor and material/ODCs in the amount of (\$241,688), broken down as follows: (SLIN 0033AA)

	Prior	This Change	Total
Hours	5,040	(2,770)	2,270
Labor Cost	\$ 334,807	\$ (235,488)	\$ 99,319
Material/ODCs	\$ 19,949	\$ 10,535	\$ 30,484
Material/ODCs FCCM	\$ 15	\$ (5)	\$ 9
Total Cost	\$ 354,771	\$ (224,959)	\$ 129,812
Labor Fee	\$ 30,442	\$ (16,729)	\$ 13,712
Material/ODC Fee	\$ 1,815	\$ 0	\$ 1,815
Total Fee	\$ 32,257	\$ (16,729)	\$ 15,528
Total CPFF	\$ 387,028	\$ (241,688)	\$ 145,340

i. Work Directive STS-H-08-16 Revision 3 reduces labor and material/ODCs in the amount of (\$505), broken down as follows: (SLIN 0034AA)

	Prior	This Change	Total
Hours	2,200	114	2,314
Labor Cost	\$ 184,612	\$ (82,745)	\$ 101,867
Material/ODCs	\$ 332,783	\$ 81,598	\$ 414,381
Material/ODCs FCCM	\$ 242	\$ (147)	\$ 96
Total Cost	\$ 517,637	\$ (1,294)	\$ 516,343
Labor Fee	\$ 15,180	\$ 789	\$ 15,969
Material/ODC Fee	\$ 38,473	\$ 0	\$ 38,473
Total Fee	\$ 53,653	\$ 789	\$ 54,442
Total CPFF	\$ 571,290	\$ (505)	\$ 570,786

j. Work Directive STS-H-08-17 Revision 1 reduces labor and material/ODCs in the amount of (\$105,273), broken down as follows: (SLIN 0041AA)

	Prior	This Change	Total
Hours	5,984	(1,044)	4,940
Labor Cost	\$ 397,517	\$ (132,558)	\$ 264,959
Material/ODCs	\$ 60,125	\$ 33,597	\$ 93,722
Material/ODCs FCCM	\$ 44	\$ (4)	\$ 40
Total Cost	\$ 457,686	\$ (98,965)	\$ 358,721
Labor Fee	\$ 36,143	\$ (6,308)	\$ 29,835
Material/ODC Fee	\$ 5,471	\$ 0	\$ 5,471
Total Fee	\$ 41,614	\$ (6,308)	\$ 35,306
Total CPFF	\$ 499,300	\$ (105,273)	\$ 394,027

k. Work Directive STS-H-08-18 Revision 1 reduces labor and material/ODCs in the amount of (\$146,303), broken down as follows: (SLIN 0038AA)

	Prior	This Change	Total
Hours	12,770	(2,096)	10,674
Labor Cost	\$ 516,419	\$ (143,728)	\$ 372,691
Material/ODCs	\$ 72,500	\$ 5,161	\$ 77,661
Material/ODCs FCCM	\$ 53	\$ (23)	\$ 30
Total Cost	\$ 588,972	\$ (138,590)	\$ 450,382
Labor Fee	\$ 46,993	\$ (7,713)	\$ 39,280
Material/ODC Fee	\$ 6,598	\$ 0	\$ 6,598
Total Fee	\$ 53,591	\$ (7,713)	\$ 45,878
Total CPFF	\$ 642,563	\$ (146,303)	\$ 496,260

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MOD/AMD P00234

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

l. Work Directive STS-H-08-19 Revision 3 reduces labor and material/ODCs in the amount of (\$685,610), broken down as follows: (SLIN 0040AA)

	Prior	This Change	Total
Hours	18,795	(6,429)	12,366
Labor Cost	\$ 760,070	\$ (358,723)	\$ 401,347
Material/ODCs	\$ 612,500	\$ (302,894)	\$ 309,606
Material/ODCs FCCM	\$ 446	\$ (334)	\$ 112
Total Cost	\$1,373,016	\$ (661,951)	\$ 711,065
Labor Fee	\$ 69,166	\$ (23,659)	\$ 45,507
Material/ODC Fee	\$ 55,738	\$ 0	\$ 55,738
Total Fee	\$ 124,904	\$ (23,659)	\$ 101,245
Total CPFF	\$1,497,920	\$ (685,610)	\$ 812,310

m. Work Directive STS-H-08-21 Revision 1 reduces labor and material/ODCs in the amount of (\$193,988), broken down as follows: (SLIN 0037AA)

	Prior	This Change	Total
Hours	2,100	(1,294)	806
Labor Cost	\$ 160,608	\$ (94,437)	\$ 66,171
Material/ODCs	\$ 247,422	\$ (90,461)	\$ 156,961
Material/ODCs FCCM	\$ 180	\$ (164)	\$ 16
Total Cost	\$ 408,210	\$ (185,062)	\$ 223,149
Labor Fee	\$ 14,490	\$ (8,926)	\$ 5,564
Material/ODC Fee	\$ 22,515	\$ 0	\$ 22,515
Total Fee	\$ 37,005	\$ (8,926)	\$ 28,079
Total CPFF	\$ 445,215	\$ (193,988)	\$ 251,227

n. Work Directive STS-H-08-22 Revision 1 reduces labor and material/ODCs in the amount of (\$338,571), broken down as follows: (SLIN 0042AA)

	Prior	This Change	Total
Hours	6,118	(3,773)	2,345
Labor Cost	\$ 406,419	\$ (299,911)	\$ 106,508
Material/ODCs	\$ 69,652	\$ (15,837)	\$ 53,815
Material/ODCs FCCM	\$ 51	\$ (32)	\$ 19
Total Cost	\$ 476,122	\$ (315,780)	\$ 160,342
Labor Fee	\$ 36,953	\$ (22,791)	\$ 14,162
Material/ODC Fee	\$ 6,338	\$ 0	\$ 6,338
Total Fee	\$ 43,291	\$ (22,791)	\$ 20,500
Total CPFF	\$ 519,413	\$ (338,571)	\$ 180,842

o. Work Directive STS-H-08-23 Revision 1 reduces labor and material/ODCs in the amount of (\$64,118), broken down as follows: (SLIN 0046AA)

	Prior	This Change	Total
Hours	2,275	(19)	2,256
Labor Cost	\$ 173,992	\$ (62,446)	\$ 111,546
Material/ODCs	\$ 4,406	\$ (1,540)	\$ 2,866
Material/ODCs FCCM	\$ 3	\$ (2)	\$ 1
Total Cost	\$ 178,401	\$ (63,988)	\$ 114,413
Labor Fee	\$ 15,698	\$ (130)	\$ 15,568
Material/ODC Fee	\$ 401	\$ 0	\$ 401
Total Fee	\$ 16,098	\$ (130)	\$ 15,968
Total CPFF	\$ 194,500	\$ (64,118)	\$ 130,382

p. Work Directive STS-H-08-24 Revision 3 reduces labor and material/ODCs in the amount of (\$2,312,910), broken down as follows: (SLIN 0057AA)

	Prior	This Change	Total
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MOD/AMD P00234

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

Hours	27,943	(4,625)	23,318
Labor Cost	\$2,137,080	\$ 83,533	\$2,220,613
Material/ODCs	\$3,178,551	\$(2,362,607)	\$ 815,944
Material/ODCs FCCM	\$ 2,314	\$ (1,923)	\$ 391
Total Cost	\$5,317,945	\$(2,280,997)	\$3,036,948

Labor Fee	\$ 192,807	\$ (31,913)	\$ 160,894
Material/ODC Fee	\$ 289,248	\$ 0	\$ 289,248
Total Fee	\$ 482,055	\$ (31,913)	\$ 450,142
Total CPFF	\$5,800,000	\$(2,312,910)	\$3,487,090

q. Work Directive STS-H-10-17 Revision 3 reduces labor and material/ODCs in the amount of (\$597,668), broken down as follows: (SLIN 0119AA)

	Prior	This Change	Total
Hours	7,500	(3,711)	3,789
Labor Cost	\$ 618,825	\$ (470,006)	\$ 148,819
Material/ODCs	\$ 199,521	\$ (99,917)	\$ 99,604
Material/ODCs FCCM	\$ 152	\$ (133)	\$ 19
Total Cost	\$ 818,498	\$ (570,055)	\$ 248,442
Labor Fee	\$ 55,800	\$ (27,612)	\$ 28,188
Material/ODC Fee	\$ 18,156	\$ 0	\$ 18,156
Total Fee	\$ 73,956	\$ (27,612)	\$ 46,344
Total CPFF	\$ 892,454	\$ (597,668)	\$ 294,786

2. The following SLINs are revised to reflect the above Work Directive revisions:

SLIN 0004AC is reduced by (\$5,749) from \$1,998,856 to \$1,993,107.

SLIN 0014AA is reduced by (\$62,491) from \$824,822 to 762,331.

SLIN 0022AA is reduced by (\$50,441) from \$127,500 to \$77,059.

SLIN 0024AA is reduced by (\$91,299) from \$499,300 to \$408,001.

SLIN 0033AA is reduced by (\$241,688) from \$387,028 to \$145,340.

SLIN 0034AA is reduced by (\$505) from \$571,290 to \$570,785.

SLIN 0035AA is reduced by (\$1,465) from \$12,227 to \$10,762.

SLIN 0036AA is reduced by (\$564,117) from \$763,708 to \$199,591.

SLIN 0037AA is reduced by (\$193,988) from \$445,215 to \$251,227.

SLIN 0038AA is reduced by (\$146,303) from \$642,563 to \$496,260.

SLIN 0040AA is reduced by (\$685,610) from \$1,497,919 to \$812,309.

SLIN 0041AA is reduced by (\$105,273) from \$499,300 to \$394,027.

SLIN 0042AA is reduced by (\$338,570) from \$519,412 to \$180,842.

SLIN 0046AA is reduced by (\$64,118) from \$194,500 to \$130,382.

SLIN 0057AA is reduced by (\$2,312,909) from \$5,800,000 to \$3,487,092.

SLIN 0119AA is reduced by (\$597,667) from \$892,454 to \$294,787.

3. Provision B.4 post-base year available M88 STS hours optioned under H.7.2 Option Additional Hours as of Modification P00234 are increased by 35,082 from 159,453 to 194,535.

Provision B.5 post-base year available M88 Material/ODC dollars are increased by \$5,515,125 from \$34,604,634 to \$40,119,759.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 40****PIIN/SIIN** W56HZV-07-C-0256**MOD/AMD** P00234**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS L.P.

4. This modification P00234 decreases the total contract amount as set forth below:

	Prior	This Change	Total
Estimated Cost*	\$445,742,718	(\$ 8,333,566)	\$437,409,152
Fixed Fee	\$ 40,949,887	(\$ 208,057)	\$ 40,741,830
Cost Plus Fixed Fee*	\$486,692,605	(\$ 8,541,623)	\$478,150,982

*Including ODCs

5. Added the following theater business clearance clauses for Iraq:

- a. 52.228-3, Workers' Compensation Insurance (Defense Base Act) (APR 1984)
- b. 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2011-00004) (APR 2011)
- c. 252.246-7004, Safety of Facilities, Infrastructure and Equipment for Military Operations (OCT 2010)
- d. 952.225-0006, Contractor Delivery Requirements (AUG 2011)
- e. 952.225-0008, Shipping Instructions for Weapons (AUG 2011)
- f. 952.225-0013, Contractor Health and Safety (DEC 2011)
- g. 952.225-0017, Contractor Demobilization (IRAQ) (DEC 2011)
- h. 952.225-0018, Contractor Accountability and Personnel Recovery (IRAQ) (DEC 2011)
- i. 952.225-0021, Medical Screening and Vaccination Requirements for Contractor Employees in the Iraq Joint Operation Area (IJOA) (DEC 2011)
- j. 952.232-0001, Notification of Payment in Local Currency (IRAQ) (Dec 2011)
- k. 952.232-0003, Payment in Local Currency (IRAQ) (DEC 2011)

6. All other terms, conditions, and specification of contract W56HZV-07-C-0256 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0223 ***

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				
0004	USMC SYSTEM TECHNICAL SUPPORT CLIN CONTRACT TYPE: Cost Plus Fixed Fee				
0004AA	<p><u>Services - Priced</u></p> <p>GENERIC NAME DESCRIPTION: USMC SYSTEM TECHNICAL SUPPORT PRON: T176F974JM PRON AMD: 02 ACRN: AG CUSTOMER ORDER NO: M9545005MP52186</p> <p>BASIC OPTION WORK DIRECTIVE USMC-H-07-01 LEVEL OF EFFORT: 15,768 HOURS</p> <p>Estimated Cost: \$ 2,043,549 Fixed Fee: \$ 179,197 CPFF: S 2,222,746</p> <p>Cumulative CLIN 0004AA</p> <p>Estimated Labor Cost: \$ 1,260,611 Labor Fee: \$ 107,995 Total: \$ 1,368,606</p> <p>Estimated Materials/ODC's*: \$ 782,938 Materials/ODCs Fee: \$ 71,202 Total: \$ 854,140 TOTAL \$ 2,222,746</p> <p>*Includes FCCM</p> <p>CLIN 0004AA was added through Modification P00003 and updated via Modification P00033 and P00234.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ 117,398.69
0004AC	<p><u>USMC DESIGN/SUSTAINMENT SPT</u></p> <p>GENERIC NAME DESCRIPTION: USMC DESIGN/SUSTAINMENT SPT PRON: W186F03947 PRON AMD: 01 ACRN: BC CUSTOMER ORDER NO: M9545008MP82062</p>	1	LO		\$ 1,993,107.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 30-APR-2009</p> <p style="text-align: right;">\$ 762,331.00</p>				
0018	M88A2 56 EA CLIN CONTRACT TYPE: Cost Plus Fixed Fee				
0018AA	<p><u>M88A2 56 EA</u></p> <p>GENERIC NAME DESCRIPTION: M88A2 56 EA PRON: EH8CR034EH PRON AMD: 08 ACRN: AU AMS CD: 137010NC000</p> <p>BASIC OPTION WORK DIRECTIVE: STS-H-07-07 LEVEL OF EFFORT: 5,725 HOURS</p> <p>Estimated Cost: \$ 20,117,983 Fixed Fee: \$ 2,088,793 CPPF: S 22,206,776</p> <p>Cumulative CLIN 0018AA:</p> <p>Estimated Labor Cost: \$ 354,337 Labor Fee: \$ 37,324 Total: \$ 391,661</p> <p>Estimated Materials/ODC's*: \$ 19,763,646 Materials/ODCs Fee: \$ 2,051,469 Total: \$ 21,815,115</p> <p style="text-align: right;">TOTAL \$ 22,206,776</p> <p>*Includes FCCM.</p> <p>CLIN 0018AA was awarded through Modification P00019 and changed through Modifications P00024, P00026, P00037, P00060, and P00234.</p>	1	LO	\$ 22,206,776.00	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 30-APR-2009</p> <p>\$ 22,206,776.00</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0022	M88A1 DEPROCESSING CLIN CONTRACT TYPE: Cost Plus Fixed Fee																																											
0022AA	<p><u>M88A1 DEPROCESSING</u></p> <p>GENERIC NAME DESCRIPTION: M88A1 DEPROCESSING PRON: EH8CR080EH PRON AMD: 01 ACRN: AU AMS CD: 137010NC000</p> <p>BASIC OPTION WORK DIRECTIVE: STS-H-08-01 R1 LEVEL OF EFFORT: 588 HOURS</p> <table border="0"> <tr> <td>Estimated Cost</td> <td>\$</td> <td>68,383</td> </tr> <tr> <td>Fixed Fee</td> <td>\$</td> <td>8,676</td> </tr> <tr> <td>CPFF</td> <td>\$</td> <td>77,059</td> </tr> </table> <table border="0"> <tr> <td>Estimated Labor Cost:</td> <td>\$</td> <td>19,967</td> </tr> <tr> <td>Labor Fee:</td> <td>\$</td> <td>4,053</td> </tr> <tr> <td>Total:</td> <td>\$</td> <td>24,020</td> </tr> </table> <table border="0"> <tr> <td>Estimated Materials/ODC's*:</td> <td>\$</td> <td>48,416</td> </tr> <tr> <td>Materials/ODCs Fee:</td> <td>\$</td> <td>4,623</td> </tr> <tr> <td>Total:</td> <td>\$</td> <td><u>53,039</u></td> </tr> <tr> <td>TOTAL</td> <td>\$</td> <td>77,059</td> </tr> </table> <p>*Includes FCCM.</p> <p>Modification P00234 decreases SLIN 0022AA by (\$50,441) from \$127,500 to \$77,059 for WD STS-H-08-01 R1.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-APR-2008</td> </tr> </table> <p style="text-align: right;">\$ 77,059.00</p>	Estimated Cost	\$	68,383	Fixed Fee	\$	8,676	CPFF	\$	77,059	Estimated Labor Cost:	\$	19,967	Labor Fee:	\$	4,053	Total:	\$	24,020	Estimated Materials/ODC's*:	\$	48,416	Materials/ODCs Fee:	\$	4,623	Total:	\$	<u>53,039</u>	TOTAL	\$	77,059	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-APR-2008	1	LO		\$ 77,059.00
Estimated Cost	\$	68,383																																										
Fixed Fee	\$	8,676																																										
CPFF	\$	77,059																																										
Estimated Labor Cost:	\$	19,967																																										
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TOTAL	\$	77,059																																										
DLVR SCH		PERF COMPL																																										
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																																										
001	1	30-APR-2008																																										

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0024	2/4ID MTR SUPPORT M88A1/A2 CLIN CONTRACT TYPE: Cost Plus Fixed Fee													
0024AA	<p><u>2/4ID MTR SUPPRT M88A1/A2</u></p> <p>GENERIC NAME DESCRIPTION: 2/4ID MTR SUPPORT M88A1/A2 PRON: EH81WL25EH PRON AMD: 02 ACRN: BB AMS CD: 137010AA000</p> <p>BASIC OPTION WORK DIRECTIVES: STS-H-08-03 R1 LEVEL OF EFFORT: 5,700 HOURS</p> <p>Estimated Cost: \$ 368,102 Fixed Fee: \$ 39,899 CPPF: S 408,001</p> <p>Estimated Labor Cost: \$ 285,858 Labor Fee: \$ 34,428 Total: \$ 320,286</p> <p>Estimated Materials/ODC's*: \$ 82,244 Materials/ODCs Fee: \$ 5,471 Total: \$ 87,715</p> <p>TOTAL \$ 488,001</p> <p>*Includes FCCM</p> <p>Work Directive STS-H-08-03 was incorporated via Modification P00034 and updated via Modification P00234.</p> <p>Modification P00234 reduces SLIN 0024AA in the amount of \$91,299 from \$499,300 to \$408,001.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-SEP-2009</td> </tr> </table> <p>\$ 408,001.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2009	1	LO		\$ 408,001.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0033	M88A2 MTR FOR 3 ACR CLIN CONTRACT TYPE: Cost Plus Fixed Fee													
0033AA	<p><u>M88A2 MTR FOR 3 ACR</u></p> <p>GENERIC NAME DESCRIPTION: M88A2 MTR FOR 3 ACR PRON: EH81W186EH PRON AMD: 01 ACRN: BB AMS CD: 137010AA000</p> <p>BASIC OPTION WORK DIRECTIVE: STS-H-08-15 R1 LEVEL OF EFFORT: 2,270 HOURS</p> <p>Estimated Cost \$ 129,812 Fixed Fee \$ 15,528 CPFF \$ 145,340</p> <p>Estimated Labor Cost: \$ 99,319 Labor Fee: \$ 13,712 Total: \$ 113,031</p> <p>Estimated Materials/ODC's*: \$ 30,493 Materials/ODCs Fee: \$ 1,815 Total: \$ 32,308</p> <p style="text-align: right;">TOTAL \$ 145,339</p> <p>*Includes FCCM.</p> <p>CLIN 0033AA was added through Modification P00041 and updated via Modification P00234.</p> <p>Modification P00234 decreases SLIN 0033AA by (\$241,688) from \$387,038 to \$145,340, for WD STS-H-08-15 R1.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td style="width: 40%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-MAR-2009</td> </tr> </table> <p style="text-align: right;">\$ 145,340.00</p>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-MAR-2009	1	LO		\$ 145,340.00
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-MAR-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	M88 VEHICLES, 2 BCT/4ID CLIN CONTRACT TYPE: Cost Plus Fixed Fee				
0034AA	<p>M88 VEHICLES, 2 BCT/4ID</p> <p>GENERIC NAME DESCRIPTION: M88 VEHICLES, 2 BCT/4ID PRON: W186F04347 PRON AMD: 04 ACRN: BJ AMS CD: 13519700000 CUSTOMER ORDER NO: MIPR8GDTAGB154</p> <p>BASIC OPTION WORK DIRECTIVE: STS-H-08-16 R3 LEVEL OF EFFORT: 2,314 HOURS</p> <p>Estimated Cost: \$ 516,343 Fixed Fee: \$ 54,442 CPFF: \$ 570,786</p> <p>CUMULATIVE CLIN 0034AA Estimated Labor Cost: \$ 101,867 Labor Fee: \$ 15,969 Total: \$ 117,836</p> <p>Estimated Materials/ODC's*: \$ 414,477 Materials/ODCs Fee: \$ 38,473 Total: \$ 452,950</p> <p>Total CPFF: \$ 570,786</p> <p>*Includes FCCM.</p> <p>CLIN 0034AA was added through Modification P00042 and was updated by Modifications P00052, P00124, and P00234.</p> <p>Modification P00234 reduces SLIN 0034AA by \$505 from \$571,290 to \$570,786.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE</p>	1	LO		\$ 570,785.00

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0035	M88A1 CLIN CONTRACT TYPE: Cost Plus Fixed Fee													
0035AA	<p><u>M88A1</u></p> <p>GENERIC NAME DESCRIPTION: M88A1 PRON: EH8CR101EH PRON AMD: 01 ACRN: AU AMS CD: 137010NC000</p> <p>BASIC OPTION WORK DIRECTIVE: STS-H-08-04 R1 LEVEL OF EFFORT: 0 HOURS</p> <p>Estimated Cost: \$ 9,743 Fixed Fee: \$ 1,019 CPFF: \$ 10,762</p> <p>Estimated Labor Cost: \$ 0 Labor Fee: \$ 0 Total: \$ 0</p> <p>Estimated Materials/ODC's*: \$ 9,743 Materials/ODCs Fee: \$ 1,019 Total: \$ 10,762</p> <p style="text-align: right;">TOTAL \$ 10,762</p> <p>*Includes FCCM.</p> <p>CLIN 0035AA was added through Modification P00044 and updated via Modification P00234.</p> <p>Modification P00234 reduces SLIN 0035AA in the amount of \$1,465 from \$12,227 to \$10,762.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td style="width: 40%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2008</td> </tr> </table> <p style="text-align: right;">\$ 10,762.00</p>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2008	1	LO		\$ 10,762.00
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-DEC-2008												

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0036	INSPECT/MAINT F/M88 VEH CLIN CONTRACT TYPE: Cost Plus Fixed Fee										
0036AA	<p><u>INSPECT/MAINT F/M88 VEHICLE</u></p> <p>GENERIC NAME DESCRIPTION: INSPECT/MAINT F/M88 VEH PRON: W186F04847 PRON AMD: 02 ACRN: BK AMS CD: 1110087XE220 CUSTOMER ORDER NO: MIPR8HDAT00396</p> <p>BASIC OPTION WORK DIRECTIVE: STS-H-08-02 R3 LEVEL OF EFFORT: 2,051 HOURS</p> <p>Estimated Cost: \$ 168,264 Fixed Fee: \$ 31,327 CPFF: \$ 199,591</p> <p>Estimated Labor Cost: \$ 71,940 Labor Fee: \$ 14,151 Total: \$ 86,091</p> <p>Estimated Materials/ODC's*: \$ 96,324 Materials/ODCs Fee: \$ 17,176 Total: \$ 113,500 TOTAL \$ 199,591</p> <p>*Includes FCCM.</p> <p>CLIN 0036AA was added through Modification P00047 and updated via Modification P00234.</p> <p>Modification decreases SLIN 0036AA in the amount of \$564,117 from \$763,708 to \$199,591.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>31-MAR-2009</td> </tr> </table> <p>\$ 199,591.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>DATE</u>	001	31-MAR-2009	1	LO		\$ 199,591.00
DLVR SCH	PERF COMPL										
<u>REL CD</u>	<u>DATE</u>										
001	31-MAR-2009										

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0037	M88A1 KTR BLOCK 1 UPGRADE CLIN CONTRACT TYPE: Cost Plus Fixed Fee										
0037AA	<p><u>M88A1 KTR BLOCK 1 UPGRADE</u></p> <p>GENERIC NAME DESCRIPTION: M88A1 KTR BLOCK 1 UPGRADE PRON: JM8A1003EH PRON AMD: 01 ACRN: BM AMS CD: 42212300000</p> <p>BASIC OPTION WORK DIRECTIVE: STS-H-08-21 R1 LEVEL OF EFFORT: 806 HOURS</p> <p>Estimated Cost: \$ 223,148 Fixed Fee: \$ 28,079 CPFF: \$ 251,227</p> <p>Estimated Labor Cost: \$ 66,171 Labor Fee: \$ 5,564 Total: \$ 71,735</p> <p>Estimated Materials/ODC's*: \$ 156,977 Materials/ODCs Fee: \$ 22,515 Total: \$ 179,492 TOTAL \$ 251,227</p> <p>*Includes FCCM.</p> <p>CLIN 0037AA was added through Modification P00048 and updated via Modification P00234.</p> <p>Modification P00234 reduces SLIN 0037AA in the amount of \$193,988 from \$445,215 to \$251,227.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u> <u>DATE</u></td> </tr> <tr> <td>001</td> <td>1 30-JUN-2009</td> </tr> </table> <p>\$ 251,227.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u> <u>DATE</u>	001	1 30-JUN-2009	1	LO		\$ 251,227.00
DLVR SCH	PERF COMPL										
<u>REL CD</u>	<u>QUANTITY</u> <u>DATE</u>										
001	1 30-JUN-2009										

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																											
0038	INSPECT/MAINT F/FT. HOOD M88 CLIN CONTRACT TYPE: Cost Plus Fixed Fee																															
0038AA	<p><u>INSPECT/MAINT F/FT.HOOD M88</u></p> <p>GENERIC NAME DESCRIPTION: INSPECT/MAINT F/FT. HOOD M88 PRON: W186F05247 PRON AMD: 01 ACRN: BN AMS CD: P135197 CUSTOMER ORDER NO: MIPR8EDATTALLA</p> <p>BASIC OPTION WORK DIRECTIVE: STS-H-08-18 R1 LEVEL OF EFFORT: 10,674 HOURS</p> <table border="0"> <tr> <td>Estimated Cost</td> <td>\$</td> <td>450,382</td> </tr> <tr> <td>Fixed Fee</td> <td>\$</td> <td>45,878</td> </tr> <tr> <td>CPFF</td> <td>\$</td> <td>496,260</td> </tr> </table> <table border="0"> <tr> <td>Estimated Labor Cost:</td> <td>\$</td> <td>372,691</td> </tr> <tr> <td>Labor Fee:</td> <td>\$</td> <td>39,280</td> </tr> <tr> <td>Total:</td> <td>\$</td> <td>411,971</td> </tr> </table> <table border="0"> <tr> <td>Estimated Materials/ODC's*:</td> <td>\$</td> <td>77,691</td> </tr> <tr> <td>Materials/ODCs Fee:</td> <td>\$</td> <td>6,598</td> </tr> <tr> <td>Total:</td> <td>\$</td> <td><u>84,289</u></td> </tr> </table> <p style="text-align: right;">TOTAL \$ 496,260</p> <p>*Includes FCCM.</p> <p>CLIN 0038AA was added through Modification P00050 and updated via Modification P00234.</p> <p>Modification P00234 decreases SLIN 0038AA by (\$146,303) from \$642,563 to \$496,260, for WD STS-H-08-18 R1.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL</p>	Estimated Cost	\$	450,382	Fixed Fee	\$	45,878	CPFF	\$	496,260	Estimated Labor Cost:	\$	372,691	Labor Fee:	\$	39,280	Total:	\$	411,971	Estimated Materials/ODC's*:	\$	77,691	Materials/ODCs Fee:	\$	6,598	Total:	\$	<u>84,289</u>	1	LO		\$ 496,260.00
Estimated Cost	\$	450,382																														
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Materials/ODCs Fee:	\$	6,598																														
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-NOV-2009</td> </tr> <tr> <td></td> <td>\$ 496,260.00</td> <td></td> </tr> </table>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-NOV-2009		\$ 496,260.00								
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	1	30-NOV-2009															
	\$ 496,260.00																
0040	INSPECT/MAINT FT. RILEY M88'S CLIN CONTRACT TYPE: Cost Plus Fixed Fee																
0040AA	<u>INSPECT/MAINT FT. RILEY M88</u>	1	LO		\$ 812,310.00												
	GENERIC NAME DESCRIPTION: INSPECT/MAINT FT. RILEY M88'S PRON: W186F05547 PRON AMD: 01 ACRN: BN AMS CD: P135197 CUSTOMER ORDER NO: MIPR8EDATTALLA																
	BASIC OPTION WORK DIRECTIVE: STS-H-08-19 R3 LEVEL OF EFFORT: 12,366 HOURS																
	<table border="0"> <tr> <td>Estimated Cost</td> <td>\$</td> <td>711,065</td> </tr> <tr> <td>Fixed Fee</td> <td>\$</td> <td>101,245</td> </tr> <tr> <td>CPFF</td> <td>\$</td> <td>812,310</td> </tr> </table>	Estimated Cost	\$	711,065	Fixed Fee	\$	101,245	CPFF	\$	812,310							
Estimated Cost	\$	711,065															
Fixed Fee	\$	101,245															
CPFF	\$	812,310															
	<table border="0"> <tr> <td>Estimated Labor Cost:</td> <td>\$</td> <td>401,347</td> </tr> <tr> <td>Labor Fee:</td> <td>\$</td> <td>45,507</td> </tr> <tr> <td>Total:</td> <td>\$</td> <td>446,854</td> </tr> </table>	Estimated Labor Cost:	\$	401,347	Labor Fee:	\$	45,507	Total:	\$	446,854							
Estimated Labor Cost:	\$	401,347															
Labor Fee:	\$	45,507															
Total:	\$	446,854															
	<table border="0"> <tr> <td>Estimated Materials/ODC's*:</td> <td>\$</td> <td>309,718</td> </tr> <tr> <td>Materials/ODCs Fee:</td> <td>\$</td> <td>55,738</td> </tr> <tr> <td>Total:</td> <td>\$</td> <td>365,456</td> </tr> <tr> <td>TOTAL</td> <td>\$</td> <td>812,310</td> </tr> </table>	Estimated Materials/ODC's*:	\$	309,718	Materials/ODCs Fee:	\$	55,738	Total:	\$	365,456	TOTAL	\$	812,310				
Estimated Materials/ODC's*:	\$	309,718															
Materials/ODCs Fee:	\$	55,738															
Total:	\$	365,456															
TOTAL	\$	812,310															
	*Includes FCCM.																
	CLIN 0040AA was added through Modification P00052 and updated via Modification P00052, P00112, P00134, and P00234.																
	Modification P00234 decreases SLIN 0040AA by (\$685,610) from \$1,497,920 to \$812,310, for WD STS-H-08-19 R3.																
	(End of narrative B001)																
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin																
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL																

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
001	<table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-SEP-2010</td> </tr> </table>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2010							
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2010												
	<table border="0"> <tr> <td>\$</td> <td>812,310.00</td> <td></td> </tr> </table>	\$	812,310.00											
\$	812,310.00													
0041	2-1ID M88 FSR SUPPORT CLIN CONTRACT TYPE: Cost Plus Fixed Fee													
0041AA	<u>2-1 ID M88 FSR SUPPORT</u>	1	LO		\$ 394,027.00									
	GENERIC NAME DESCRIPTION: 2-1ID M88 FSR SUPPORT PRON: EH81W224EH PRON AMD: 01 ACRN: BB AMS CD: 137010AA000													
	BASIC OPTION WORK DIRECTIVE: STS-H-08-17 R1 LEVEL OF EFFORT: 4,940 HOURS													
	<table border="0"> <tr> <td>Estimated Cost</td> <td>\$</td> <td>358,721</td> </tr> <tr> <td>Fixed Fee</td> <td>\$</td> <td>35,306</td> </tr> <tr> <td>CPFF</td> <td>\$</td> <td>394,027</td> </tr> </table>	Estimated Cost	\$	358,721	Fixed Fee	\$	35,306	CPFF	\$	394,027				
Estimated Cost	\$	358,721												
Fixed Fee	\$	35,306												
CPFF	\$	394,027												
	<table border="0"> <tr> <td>Estimated Labor Cost:</td> <td>\$</td> <td>264,959</td> </tr> <tr> <td>Labor Fee:</td> <td>\$</td> <td>29,835</td> </tr> <tr> <td>Total:</td> <td>\$</td> <td>294,794</td> </tr> </table>	Estimated Labor Cost:	\$	264,959	Labor Fee:	\$	29,835	Total:	\$	294,794				
Estimated Labor Cost:	\$	264,959												
Labor Fee:	\$	29,835												
Total:	\$	294,794												
	<table border="0"> <tr> <td>Estimated Materials/ODC's*:</td> <td>\$</td> <td>93,762</td> </tr> <tr> <td>Materials/ODCs Fee:</td> <td>\$</td> <td>5,471</td> </tr> <tr> <td>Total:</td> <td>\$</td> <td>99,233</td> </tr> </table>	Estimated Materials/ODC's*:	\$	93,762	Materials/ODCs Fee:	\$	5,471	Total:	\$	99,233				
Estimated Materials/ODC's*:	\$	93,762												
Materials/ODCs Fee:	\$	5,471												
Total:	\$	99,233												
	<table border="0"> <tr> <td>TOTAL</td> <td>\$</td> <td>394,027</td> </tr> </table>	TOTAL	\$	394,027										
TOTAL	\$	394,027												
	*Includes FCCM.													
	CLIN 0041AA was added through Modification P00053 and updated via modification P00234.													
	Modification P00234 decreases CLIN 0041AA by (\$105,273) FROM \$499,300 TO \$394,027.													
	(End of narrative B001)													
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00234

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-DEC-2009 \$ 130,381.00				
0057	M88A1 READINESS DIESEL ENGINE CLIN CONTRACT TYPE: Cost Plus Fixed Fee				
0057AA	<u>M88A1 READINESS DIESEL ENGINE</u> GENERIC NAME DESCRIPTION: M88A1 READINESS DIESEL ENGINE PRON: EH81W337EH PRON AMD: 02 ACRN: AR AMS CD: 13519700000 BASIC OPTION WORK DIRECTIVE: STS-H-08-24 R3 LEVEL OF EFFORT: 23,318 HOURS Estimated Cost \$ 3,036,948 Fixed Fee \$ 450,142 CPFF \$ 3,487,090 Estimated Labor Cost: \$ 2,220,613 Labor Fee: \$ 160,894 Total: \$ 2,381,507 Estimated Materials/ODC's*: \$ 816,335 Materials/ODCs Fee: \$ 289,248 Total: \$ <u>1,105,583</u> TOTAL \$ 3,487,090 *Includes FCCM. CLIN 0057AA was added through Modification P00068 and updated via Modification P00234. Modification P00234 decreases CLIN 0057AA by (\$2,312,910) from \$5,800,000 to \$3,487,090. (End of narrative B001)	1	LO		\$ <u>3,487,090.00</u>

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00234

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

- | Status | Regulatory Cite | Title | Date |
|---|----------------------|--------------------------------|----------|
| B-1 CHANGED | 952.225-0006
(C3) | CONTRACT DELIVERY REQUIREMENTS | AUG/2011 |
| (a) REQUIRED DELIVERY DATE: -1- | | | |
| (b) CONTRACTOR DELIVERY LOCATION: -2- | | | |
| (c) POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE: | | | |
| Name: -3- | | | |
| Phone No.: -4- | | email: -5- | |
| (d) FINAL DELIVERY DESTINATION: -6- | | | |
| (e) POINT-OF-CONTACT AT FINAL DESTINATION: | | | |
| Name: -7- | | | |
| Phone No.: -8- | | email: -9- | |
| (f) REQUIRING ACTIVITY: -10- | | | |
| (End of clause) | | | |

B.1 APPLICABILITY OF FEDERAL EXCISE TAX - Federal Excise Tax (FET) is not applicable to the contract items listed elsewhere in Section B of the contract. FET is not to be included in any prices under the contract.

B.2 CONTRACT DATA PRICE - The cost for data requirements of the contract is included within the cost plus fixed fee amounts for each CLIN.

B.3 BASIC - The Government Basic Award shall be 6,225 hours and \$100,147 in Materials/ODCs.

	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
M88 Family of Vehicles STS	\$ 72.21	\$ 6.52	\$ 78.73
M88 RESET	\$ 37.75	\$ 3.43	\$ 41.18
OCONUS FSR	\$ 62.12	\$ 5.65	\$ 67.77
M109/M992 STS	\$ 69.67	\$ 6.36	\$ 76.03
M9ACE STS	\$ 59.25	\$ 5.40	\$ 64.65
CONUS FSR	\$ 68.28	\$ 6.24	\$ 74.52

B.4 OPTION - ADDITIONAL SYSTEM TECHNICAL SUPPORT - In accordance with Paragraph H.7.1 and H.7.2, the Government shall have the option to increase the number of system technical support hours by a maximum of 1,950,000 manhours for the M88 FOV and 2,500,000 manhours for the M109/M992 and M9ACE programs. The allocation of these hours is as follows:

-- BASE YEAR H.7.1 option hours exercised were 72,415, leaving 317,585 base year option hours. These hours are no longer available for exercise.

-- BASE YEAR H.7.2 option hours exercised were 83,006, leaving 416,994 base year option hours. These hours are no longer available for exercise.

*--Post-Base year M88 STS Hours optioned under H.7.1 Option Additional Hours as of Modification P00234 are 1,365,465 leaving 194,535 available for future exercise.

--Post-Base year M109/M992 STS Hours optioned under H.7.2 Option Additional Hours as of Modification P00232 are 1,071,850 leaving 428,150 available for future exercise.

The hourly fixed fees listed below will remain in effect for option hours exercised in the specified time periods. The estimated hourly costs are for planning and budgetary purposes only and will vary from work directive to work directive. The funded amount for each work directive will be determined by the labor mix and Other Direct Costs (ODCs) for that specific effort.

Basic

FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
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CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00234

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

a)	Basic Contract Award	31 Dec 2007			
	and base year option				
	M88 Family of Vehicles		\$ 72.21	\$ 6.52	\$ 78.73
	M88 RESET		\$ 37.75	\$ 3.43	\$ 41.18
	OCONUS FSR		\$ 62.12	\$ 5.65	\$ 67.77
	M109/M992 STS		\$ 69.67	\$ 6.36	\$ 76.03
	M9ACE STS		\$ 59.25	\$ 5.40	\$ 64.65
	CONUS FSR		\$ 68.28	\$ 6.24	\$ 74.52

Option #1

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
b)	01 Jan 2008	31 Dec 2008			
	M88 Family of Vehicles		\$ 76.48	\$ 6.90	\$ 83.38
	M88 RESET		\$ 40.44	\$ 3.68	\$ 44.12
	OCONUS FSR		\$ 66.43	\$ 6.04	\$ 72.47
	M109/M992 STS		\$ 73.36	\$ 6.69	\$ 80.05
	M9ACE STS		\$ 62.34	\$ 5.68	\$ 68.02
	CONUS FSR		\$ 69.96	\$ 6.39	\$ 76.35

Option #2

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
c)	01 Jan 2009	31 Dec 2009			
	M88 Family of Vehicles		\$ 79.96	\$ 7.21	\$ 87.17
	M88 RESET		\$ 42.84	\$ 3.90	\$ 46.74
	OCONUS FSR		\$ 70.32	\$ 6.39	\$ 76.71
	M109/M992 STS		\$ 80.86	\$ 7.37	\$ 88.23
	M9ACE STS		\$ 68.68	\$ 6.26	\$ 74.94
	CONUS FSR		\$ 74.65	\$ 6.82	\$ 81.47

Option #3

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
d)	01 Jan 2010	31 Dec 2010			
	M88 Family of Vehicles		\$ 82.51	\$ 7.44	\$ 89.95
	M88 RESET		\$ 44.18	\$ 4.02	\$ 48.20
	OCONUS FSR		\$ 72.60	\$ 6.60	\$ 79.20
	M109/M992 STS		\$ 84.34	\$ 7.69	\$ 92.03
	M9ACE STS		\$ 71.72	\$ 6.54	\$ 78.26
	CONUS FSR		\$ 78.42	\$ 7.16	\$ 85.58

Option #4

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
e)	01 Jan 2011	31 Dec 2013			
	M88 Family of Vehicles		\$ 85.09	\$ 7.67	\$ 92.76
	M88 RESET		\$ 45.54	\$ 4.14	\$ 49.68
	OCONUS FSR		\$ 74.91	\$ 6.81	\$ 81.72
	M109/M992 STS		\$ 86.75	\$ 7.91	\$ 94.66
	M9ACE STS		\$ 74.06	\$ 6.75	\$ 80.81
	CONUS FSR		\$ 80.52	\$ 7.36	\$ 87.88

Solely for the purpose of determining the Estimated hourly rates most likely usage of man hours follow. The Government reserves the right to diverge from estimates.

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

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PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00234

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

a)	Base Year Option	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)
b)	Option Year 1	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)
c)	Option Year 2	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)
d)	Option Year 3	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)
e)	Option Year 4	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)

B.5 The Contractor may propose material and other direct costs plus additives to this contract based on support within the work directives. The estimated costs at the time of work directive award will have a fixed fee attached as 9.10% of costs for the M88 FOV and 9.15% for the M109/M992/M9ACE programs. The other direct/material cost shall be a maximum of \$215,000,000 for the M88FOV and \$112,500,000 for the M109/M992/M9ACE programs, and shall not exceed that total. The allocation of these dollars is as follows:

-- BASE YEAR Material/ODCs expended for the M88 FOV were \$5,916,685, leaving \$37,083,315 base year Material/ODC dollars for the M88 FOV. These dollars are no longer available for expenditure.

-- BASE YEAR Material/ODCs expended for the M109/M992/M9ACE programs were \$7,075,327, leaving \$5,424,673 base year Material/ODC dollars for the M109/M992/M9ACE programs. These dollars are no longer available for expenditure.

*-- Post-Base year STS Material/ODCs expended for the M88 FOV as of Modification P00234 to this contract are \$137,235,913 leaving \$40,119,759 available for future expenditure.

-- Post-Base year STS Material/ODCs expended for the M109/M992/M9ACE programs as of Modification P00232 to this contract are \$121,969,840 leaving \$25,330,160 available for future expenditure.

*Updated through modification P00234

*** END OF NARRATIVE B0001 ***

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

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PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00234

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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C-1 ADDED	952.225-0021 (C3)	MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN IRAQ	DEC/2011
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(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on Office of Security Cooperation-Iraq (OSC-I) installations have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or IB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the Contractor's medical provider as soon as possible. TB reporting is required within 24 hours to the Contracting Officer Representative and the OSC-I Installation Manager. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Contractor's medical provider. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the IJOA. A copy of the TB screening documentation shall be provided to the responsible OSC-I Installation Manager prior to issuance of site access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations. Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 32 of 40**

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00234

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

C-2 ADDED 952.236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION DEC/2011
(C3) PROJECTS

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) the minimum requirements of United States National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC) for new construction
- (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
- (4) American National Standards Institute (ANSI) C2, and
- (5) United States National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4
NFPA 70: <http://www.nfpa.org>
NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 33 of 40****PIIN/SIIN** W56HZV-07-C-0256**MOD/AMD** P00234**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS L.P.

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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F-1 ADDED	952.225-0008 (C3)	SHIPPING INSTRUCTIONS FOR WEAPONS	AUG/2011
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(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of clause)

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Reference No. of Document Being Continued

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MOD/AMD P00234

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0004AC	W186F03947 M9545008MP82062	2		BC \$	1,998,856.00 \$	-5,749.00 \$	1,993,107.00
0014AA	EH81W009EH 13519700000	1	8LUFSS	AR \$	824,822.00 \$	-62,491.00 \$	762,331.00
0018AA	EH8CR034EH 137010NC000 B18LIX137NMC	1	8LIRN8	AU \$	25,286,202.00 \$	-3,079,426.00 \$	22,206,776.00
0022AA	EH8CR080EH 137010NC000 B18LIX137NMC	1	8LIRN8	AU \$	127,500.00 \$	-50,441.00 \$	77,059.00
0024AA	EH81W125EH 137010AA000	2	8LUBCT	BB \$	499,300.00 \$	-91,299.00 \$	408,001.00
0033AA	EH81W186EH 137010AA000	1	8LUBCT	BB \$	387,028.00 \$	-241,688.00 \$	145,340.00
0034AA	W186F04347 13519700000 MIPR8GDTAGB154	1		BJ \$	571,290.00 \$	-505.00 \$	570,785.00
0035AA	EH8CR101EH 137010NC000 B18LIX137NMC	1	8LIRN8	AU \$	12,227.00 \$	-1,465.00 \$	10,762.00
0036AA	W186F04847 1110087XE220 MIPR8HDAT00396	1		BK \$	763,708.00 \$	-564,117.00 \$	199,591.00
0037AA	JM8A1003EH 42212300000 H18A1SS422JM	1	8GA1SS	BM \$	445,215.00 \$	-193,988.00 \$	251,227.00
0038AA	W186F05247 P135197 MIPR8EDATTALLA	1		BN \$	642,563.00 \$	-146,303.00 \$	496,260.00
0040AA	W186F05547 P135197 MIPR8EDATTALLA	1		BN \$	1,497,919.00 \$	-685,609.00 \$	812,310.00
0041AA	EH81W224EH 137010AA000	1	8LU5SR	BB \$	499,300.00 \$	-105,273.00 \$	394,027.00
0042AA	EH81W214EH 137010AA000	2	8LUBCT	BB \$	519,412.00 \$	-338,570.00 \$	180,842.00
0046AA	EH81W226EH 13519700000	1	8LUENG	AR \$	194,499.00 \$	-64,118.00 \$	130,381.00
0057AA	EH81W337EH 13519700000	2	8LUREE	AR \$	5,800,000.00 \$	-2,312,910.00 \$	3,487,090.00
0119AA	W106F160JM 1351970000L MIPROLDAT20149	2		DW \$	892,454.00 \$	-597,668.00 \$	294,786.00

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00234

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

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT NET CHANGE	INCREASE/ DECREASE	CUMULATIVE AMOUNT
					\$	-8,541,620.00	
<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>INCREASE/ DECREASE</u>	
AR 21	82020000086D6D01P13519725FB	S20113		W56HZV		\$ -2,439,519.00	
AU 21	82020000086D6D01P1370102577	S20113		W56HZV		\$ -3,131,332.00	
BB 21	82020000086D6D01P13701025FB	S20113		W56HZV		\$ -776,830.00	
BC 17	8011092061310678540S674432D2061K28MP82062145M					\$ -5,749.00	
BJ 21	8202000008762022135197026EB	S05010		W56HZV		\$ -505.00	
BK 21	82020000087620411110087252G	041093		W56HZV		\$ -564,117.00	
BM 21	82020000085R5R02P42212325FB	S20113		W56HZV		\$ -193,988.00	
BN 21	82020000086B6BAHP1351972571	S11173		W52P1J		\$ -831,912.00	
DW 21	020200000076207313519702512	014040		014040		\$ -597,668.00	
					NET CHANGE	\$ -8,541,620.00	

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 486,692,605.00	\$ -8,541,620.00	\$ 478,150,985.00

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION				
0004AC	BC 17	081011092061 310678540S67443 2D2061K28MP82062145M	M9545008MP82062			S67443
0014AA	AR 21	080820200000 S20113 86D6D01135197000025FB	8LUFERS20113	W56HZV		
0018AA	AU 21	080820200000 S20113 86D6D01137010NC0002577	8LIRN8S20113	W56HZV		
0022AA	AU 21	080820200000 S20113 86D6D01137010NC0002577	8LIRN8S20113	W56HZV		
0024AA	BB 21	080820200000 S20113 86D6D01137010AA00025FB	8LUBCTS20113	W56HZV		
0033AA	BB 21	080820200000 S20113 86D6D01137010AA00025FB	8LUBCTS20113	W56HZV		
0034AA	BJ 21	080820200000 S05010 8762022135197000026EBMIPR8GDTAGB15441G2G1S05010		W56HZV		
0035AA	AU 21	080820200000 S20113 86D6D01137010NC0002577	8LIRN8S20113	W56HZV		
0036AA	BK 21	080820200000 041093 87620411110087XE22252GMIPR8HDAT00396EJD041041093		W56HZV		
0037AA	BM 21	080820200000 S20113 85R5R024221230000025FB	8GA1SSS20113	W56HZV		
0038AA	BN 21	080820200000 S11173 86B6BAHP13519700002571MIPR8EDATTALLA8HTALBS11173				
0040AA	BN 21	080820200000 S11173 86B6BAHP13519700002571MIPR8EDATTALLA8HTALBS11173				
0041AA	BB 21	080820200000 S20113 86D6D01137010AA00025FB	8LU5RS20113	W56HZV		
0042AA	BB 21	080820200000 S20113 86D6D01137010AA00025FB	8LUBCTS20113	W56HZV		
0046AA	AR 21	080820200000 S20113 86D6D011351970000025FB	8LUENG20113	W56HZV		
0057AA	AR 21	080820200000 S20113 86D6D011351970000025FB	8LUREES20113	W56HZV		
0119AA	DW 21	101020200000 014040 07620731351970000L2512MIPR0LDAT2014941X1AM014040				

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-1 ADDED	952.225-0013 (C3)	CONTRACTOR HEALTH AND SAFETY	DEC/2011
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(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4NFPA 70: <http://www.nfpa.org>NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

H-2 ADDED	952.225-0017 (C3)	CONTRACTOR DEMOBILIZATION (IRAQ)	DEC/2011
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(a) Full demobilization of contractors and subcontractor(s) in Iraq is critical to ensuring smooth transition between contractors and/or smooth transition of a site to the Government of Iraq. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Entry and Exit from Iraq: All non-Iraqi companies contracted to do work in Iraq, including those contracted by the US Government, are required to apply directly to the Iraq Ministry of the Interior for exit/entry/residence documents for their personnel. The prime contractor shall follow the guidance issued by the United States (US) Embassy Baghdad and shall, to the maximum extent practicable, process the paperwork for their subcontractor(s) at all tiers. If it is not possible to process the paperwork for subcontracts, the prime contractor shall ensure that subcontractors comply with the procedures as they are written. The process and guidance for the entry/exit/residence visas are located at <http://iraq.usembassy.gov/usg-contractor.html>. The process must be followed exactly in order to prevent delays or problems in processing the request by the Iraqi Ministry of Interior. US contractor companies may contact the US Embassy Baghdad with questions regarding this process by e-mailing baghdadregmgt@state.gov or calling phone number 240-553-0581, ext 2782 or ext 2092.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

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(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Manager for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Manager of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Manager to perform an inspection of all facilities as soon as practicable, but no more than 30 days after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Manager for re-inspection of the facilities upon completion of the repairs. If the Installation Manager inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment (GFE/Materials (GFM): Federal Acquisition Regulation (FAR) clause 52.245-1 governs and applies to any issues regarding GFE/GFM or Government Furnished Property (GFP).

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of, as follows:

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies}. Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the IJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. On a case-by-case basis, Contracting Officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employees termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its' personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in negative past performance ratings and, depending on the severity of the situation, possible proceedings place the contractor on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor

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Accountability and Personnel Recovery" Clause 952.225-0018. The contractor may use the Base Defense Operations Center (BDOC) or the installation force protection officer as a resource to track or research employees last known location and/or to view LOA's.

(b) The Servicing Agency and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of USC expenses, and/or any other legal remedy available to a Contracting Officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of clause)

H-3 DELETED 952.225-0018
(C3)

CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY -- IRAQ

DEC/2011

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-2 DELETED	252.225-7995	CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-00004)	APR/2011
I-3 ADDED	252.246-7004	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS	OCT/2010

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

952.232-0001, Notification of Payment in Local Currency (Iraq)
(Dec 2011)

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract/purchase order will be awarded in Iraqi Dinar (local currency) if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Iraqi) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Iraqi) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in US dollars. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense Financial Management Regulation.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments must be approved in writing by the local finance office and contracting office prior to contract/purchase order award. Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Iraqi Dinar.

(End of Clause)

952.232-0003, Payment in Local Currency (IRAQ) (DEC 2011)

As prescribed in AI 32.1110(c) insert clause 952.232-0003, Payment in Local Currency (Iraq), in all contracts and purchase orders executed in Iraq to a host nation (local) firm.

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

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract/purchase order is awarded in Iraqi Dinar (local currency) if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Iraqi) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from local finance office LDA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Iraqi Dinar.

(End of Clause)

*** END OF NARRATIVE I0003 ***