

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 37	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-13-C-0261		3. Effective Date 2013AUG22	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND TROY HAARALA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310		Code S2305A	
e-mail address: TROY.HAARALA@US.ARMY.MIL						

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND RD STERLING HEIGHTS, MI 48310-3200		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
Code 7W356		9. Discount For Prompt Payment	
Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		12. Payment Will Be Made By DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266	
Code		Code HQ0337	

13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data SEE SECTION G	
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15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$249,956.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	20
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	37
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	12		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	13		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	14		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	18				

Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer LYNN M. BYRNE LYNN.M.BYRNE@US.ARMY.MIL (586)282-6553
19B. Name of Contractor	20B. United States Of America
19c. Date Signed	20C. Date Signed 2013AUG22
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>The contractor shall furnish all the labor to accomplish the task specified in Section C "Scope of Work"</p> <p>Estimated Cost: \$229,836 Fixed Fee: \$ 20,120 Total Estimated Cost: \$249,956</p> <p>Total Level of Effort Awarded To Date: 1,790 - Manhours</p> <p>Base Requirement: Total LOE Hours: 1,790</p> <p>Option: Total LOE Option Hours: 38,067 (ref. H.3.1) Cum LOE Opt. Hrs Used: 0 Balance of Hrs Remaining: 38,067</p> <p>(End of narrative B001)</p>													
0001AA	<p><u>WORK DIRECTIVE 0001 - LABOR</u></p> <p>GENERIC NAME DESCRIPTION: LAV WRE PROJECT CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R322C094R3 PRON AMD: 01 ACRN: AA AMS CD: 622601H7700</p> <p>Hours: 1,790 Est. Cost: \$229,836 Fixed Fee: \$ 20,120 Total Est. Cost: \$249,956</p> <p>This CLIN is a Cost-Plus-Fixed-Fee LOE</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</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>28-FEB-2014</td> </tr> </table> <p>\$ 249,956.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	28-FEB-2014	1	LO		\$ 249,956.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	28-FEB-2014												

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MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.**B.1 ESTIMATED COST, FIXED FEE, AND PAYMENT**

B.1.1 The estimated cost for performance of the Level-of-Effort (LOE) work hours under this contract is set forth in the Option Rate Schedule, Section B. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown. The amount shown initially includes the basic contract effort, and will be revised by the Government as appropriate to incorporate any options exercised. The estimated cost of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2 The Contractor will be paid the fixed fee stated in Section B opposite each CLIN for the performance of the work hours, materials/other direct costs, and travel under the contract and in accordance with the terms of the Contract Clause entitled "Fixed Fee", (Jun 2011), FAR 52.216-8. The fixed fee together with the reimbursement of costs shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract. For LOE work hours under CLIN 0001, payment of fixed fee shall be in the same proportion as the number of hours performed as to the total number of hours on the CLIN, subject to any withholding pursuant to the provisions of this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment".

B.1.4 The estimated cost and fee are based upon the Contractor's furnishing the specified level-of-effort during the period set forth in Section B and F. To support payment for work performed under this contract, the Contractor shall state on each voucher submitted the level of effort expended on each sub-CLIN and shall certify that the level-of-effort has been expended in the accomplishment of work called for by this contract. The Contractor may submit public vouchers bi-weekly for payment of the level-of-effort work under this contract. Expenditure of labor hours in excess of this amount is not authorized.

B.2 NOTIFICATION REGARDING FUNDING OR HOURS

B.2.1 FUNDING: The Contractor shall notify the Government in accordance with the Contract Clause hereof entitled "LIMITATION OF COST", whenever there is reason to believe that the funds allotted to this Contract are either insufficient or excessive for the performance of the work required.

B.2.3 HOURS: The Contractor shall notify the COR and the Contract Specialist identified on page one of this contract in accordance with the Contract Clause entitled "WORK DIRECTIVES" whenever there is reason to believe that the hours allotted to a specific work directive are either insufficient or excessive for the performance of the work required. In the event the allotted hours are insufficient, the contractor shall provide the balance of hours remaining on the work directive along with the estimated timeframe it anticipates using those hours.

B.3 OVERRUNS/UNDERRUNS

B.3.1 In general, the Government will address both overruns and underruns via the Limitation of Cost General Provision of the contract. To the extent consistent with law, regulation, and customer requirements, the Contracting Officer will determine whether Work Directives projecting an overrun can be used to offset those projecting an underrun.

B.4 MATERIAL/OTHER DIRECT COSTS

B.4.1 For the purpose of this contract, "material" shall be defined as stated in FAR 31.205-26. Material and Other Direct Costs such as subcontractor costs will be funded under CLIN 0002.

B.5 TRAVEL

B.5.1 Travel will be funded under CLIN 0007.

B.6 OPTION RATE SCHEDULE

B.6.1 For Option Hours exercised, funds will be obligated against the contract in accordance with the rate schedule set forth below.

B.6.1.1 If the date of option exercise
falls on or between:

The applicable Hourly Rate is:

	<u>Est. Cost Per Hr</u>	<u>Fixed Fee Per Hr</u>	<u>Total Hrly Rate</u>
Award thru 31 Dec 2013	\$128.40	\$11.24	\$139.64
01 Jan 2014 thru 31 Dec 2014	\$133.76	\$11.70	\$145.46

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01 Jan 2015 thru option expiration*	\$136.34	\$11.93	\$148.27
(*option expiration = 24th month after contract award date)			

B.6.2 The above rates include only anticipated labor costs (burdened) required for contract performance. Additional material or travel costs that are required for contract effort shall be proposed separately (against each work directive estimate) on a cost reimbursement, fixed fee basis. The contractor shall notify the contracting officer if listed rates are perceived to need re-evaluation.

*** END OF NARRATIVE B0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
C-1 52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 7 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 4 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2 52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

C.1 SCOPE OF WORK (SOW) for LIGHT ARMORED VEHICLE (LAV-25) WEIGHT REDUCTION EFFORT

C.1.1 The contractor, as an independent contractor and not as an agent of the Government, shall furnish the supplies and services for the level of effort (LOE) in Section B to accomplish engineering and other related technical services required for the LAV-25 Weight Reduction Effort. The activities performed by the contractor may be in support of any aspect of TARDECS mission to create a more lightweight, lethal, and survivable fleet.

C.1.2 A maximum of 39,857 hours of effort shall be allocated for the conduct of up to 36 months of contract effort (includes a 6-

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month performance period for the first work directive and a 24-months option exercise period).

C.2 WORK DIRECTIVE REQUIREMENTS

C.2.1 All work shall be performed in accordance with work directives issued by the Procuring Contracting Officer (PCO). No work shall commence until the contractor has received a copy of a work directive signed by the PCO. All work shall be performed in sequential order unless otherwise stated. Each work directive shall include the following information as a minimum:

- (1) Work Directive number and title
- (2) Reference to the applicable paragraph(s) in section C
- (3) Objective of the Work Directive
- (4) Number of hours authorized to perform the work
- (5) Detailed description of work to be performed
- (6) Estimated completion date(s)
- (7) Identification of applicable contract number, contractors name and address
- (8) Identification of software, data and/or hardware to be delivered to TARDEC
- (9) Contracting Officers Signature

C.2.2 The contractor shall immediately notify the PCO by telephone or e-mail if the delivery dates specified in the Work Directive will not be met and shall follow up with a written or electronic notification to the PCO and Contracting Officers Representative (COR).

C.2.3 The Government has the unilateral right to increase, decrease or prioritize the work to be performed by the issuance of Work Directives signed by the Procuring Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract; and that the contractor shall be compensated in accordance with the terms and conditions as agreed to in the base contract. The COR has the authority to prioritize the work being performed under this contract.

C.2.4 If, at any time, the contractor has reason to believe that the amount (hours, other direct costs of material, and travel) which it expects to incur in the performance of a Work Directive is insufficient, the contractor shall provide written notification to the COR. The contractor shall furnish a revised statement of total hours to complete such work together with the written notice. The Government does not authorize the contractor to expend dollars or hours in excess of the Work Directive.

C.2.5 The contractor shall use computer software that is compatible with Microsoft Vista, Microsoft Office 2000 and Pro-E when applicable.

C.2.6 Generality Statement: This scope of work is intended to be general in nature and is representative of the types of efforts that may be authorized by Work Directive.

C.3 OVERVIEW and GENERAL TASKS/EFFORTS

C.3.1 Overview: Under this SOW, the contractor will be required to work on furthering the development and implementation of Light-Weight technologies into the LAV-25 platform via alternative materials/processes.

C.3.2 A start of work meeting with contractor participation shall be conducted before the commencement of every new work directive. Start of work meetings shall be conducted at the contractors facility (Sterling Heights, MI) or TARDEC, Warren, MI, by mutual agreement.

C.3.3 Government Furnished Property (GFP): The Government will furnish one LAV25, SL4 complete, without certain electronic systems, for the efforts of this contract. The Government will deliver the property to the contractor as listed in the appropriate work directive. See Section H GFP provision for further information.

C.4 Tasks/efforts: The following are the tasks/efforts required of the contractor under this LOE contract.

- (1) General Engineering
- (2) Modeling and Simulation (M&S)
- (3) Design and Engineering Analysis
- (4) Engineering Drawings
- (5) Processing
- (6) Optimization
- (7) Testing and Test Support

C.4.1 GENERAL ENGINEERING:

Work directives may include: creation of feasibility studies, market and trade-off studies, other technical and administrative reports; creation of weight reduction concepts; fabrication of hardware; creation of software; and testing, as necessary.

The contractor shall fabricate, procure, install or otherwise provide hardware (prototype, development or off-the-shelf) or

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components, kits and assemblies that shall be required for Work Directive activity. The contractor shall research and develop new weight reduction concepts; develop engineering designs; fabricate prototype hardware; and perform laboratory and field tests for research and development of composite structures, components, kits, and assemblies for the LAV. The contractor shall provide qualified personnel to support engineering data, test planning and technical exchange meetings as required by each Work Directive.

C.4.2 MODELING and SIMULATION (M&S): The contractor shall utilize standard modeling and simulation (M&S) tools, including: Computer Aided Design (CAD), Computer Aided Manufacturing (CAM), and Finite Element Analysis (FEA) for the purpose of analysis, design and illustration of weight reduction concepts.

C.4.3 DESIGN AND ENGINEERING ANALYSIS: The contractor shall be responsible to ensure that all analyses, as required by Work Directive, are conducted in accordance with standard commercial practices and shall include: structural analysis; failure analyses; cost, schedule and performance analyses. Analysis reports shall be submitted IAW CDRL #A003.

C.4.3.1 In accordance with the TACOM LCMCs Long Term Armor Strategy (LTAS), the contractor, under applicable Work Directive, shall structurally analyze redesigned structures or related armor structures to ensure that the integration of add-on-armor is optimized for weight reduction and survivability. The contractor has the current LTAS document.

C.4.3.2 The contractor shall optimize the composite structures generated under this contract to be manufactured using low cost tooling and processes.

C.4.4 ENGINEERING DRAWINGS: The contractor shall prepare, deliver and maintain engineering drawings, specifications, and other technical data comprising the configuration baseline for Government approved projects under this Contract. The contractor shall provide exploded view drawings of hardware and assemblies and 3-Dimensional native drawings-CAD drawings/files when requested by work directive. Engineering Drawings shall be submitted IAW CDRL #A004.

C.4.5 TESTING AND TEST SUPPORT

C.4.5.1 The contractor shall conduct all tests in accordance with standard commercial practices, unless otherwise directed through Work Directive. These tests shall include: structural testing; static, dynamic and cyclic loading; tensile testing; compression testing; fracture toughness. Test results shall be submitted IAW CDRL #A003.

C.4.5.2 If testing is required to be performed at a Government facility or proving ground the contractor shall provide technical and administrative services as specified in particular work directives.

C.5 PROGRAM MANAGEMENT

C.5.1 Data Deliverables: As specified in Exhibit A, DD Form 1423 Contract Data Requirements List (CDRL), data items # A001-A006: The contractor shall prepare and deliver data items, including monthly progress and status reports (costs, schedule, contractual management and work directive status), work directive final reports, conference and meeting minutes, test results, product drawings, software, and presentation materials.

C.5.1.1 Minutes: The contractor shall generate and provide meeting /conference minutes, in accordance with data item A001, that document technical information, program information, and data required to record decisions and agreements reached during COR meetings, meetings with subcontractors, and email or telephone discussions during which conclusions or program direction decisions are made, or new information is discovered or clarified.

C.5.1.2 Contractors Progress, Status and Management Report, subtitled Cost and Performance Reports: The contractor shall submit monthly reports in accordance with data item A002. These reports shall provide the Government with the means to evaluate and monitor the progress made by the contractor, in terms of cost and performance, in accomplishing assigned tasks, under Work Directive.

C.5.1.3 Scientific and Technical Report, Subtitled, Technical Analysis: The contractor shall prepare and provide the COR with technical analysis in accordance with data item A003. The following subjects are included: structural analysis, failure analyses; cost, schedule and performance analyses.

C.5.1.4 Scientific and Technical Reports subtitled Test Results: The contractor shall prepare and provide the COR with test results in accordance with data item A003. The test results will demonstrate the fatigue performance, load carrying capability, thermal expansion, and other properties to determine whether the physical properties of the components/assemblies tested meet the weight and structural requirements of the particular system.

C.5.1.5 Product Drawings/Models and Associated Lists: The contractor shall deliver Product Drawings/Model and Associated Lists in accordance with data item A004. The contractor shall deliver these materials within fourteen (14) days of the date of request, or as indicated by applicable Work Directive.

C.5.1.6 Computer Software Product: If the contractor generates any new software or enhances commercially available software through the addition of new code in the course of executing tasks under applicable Work Directive, then the contractor shall deliver the

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software to the Government, in accordance with data item A005.

C.5.1.7 Scientific and Technical Reports Summary, Subtitled Work Directive Final Reports: The contractor shall submit Work Directive final reports in accordance with data item A003. The reports shall describe the precise nature and results of the tasks pursued under the Work Directive. The discussion shall describe the technical issues pertinent to the task completely and detail the necessary steps, if any, required to further improve the item or study requested in the Work Directive.

C.5.1.8 Presentation Materials: The contractor shall deliver presentation materials upon request and within fourteen (14) days of the request, in accordance with data item A006.

C.5.2 Access to Data: The contractor shall provide access to all records and data. The Government shall have the right to access all records and data, to require delivery of any such records and data and to retain any delivered records and data.

C.6 MEETINGS

C.6.1 The Start of Work meeting shall be convened by the contractor within seven (7) days after the contract award at the contractors facility or the Governments facility, by mutual agreement.

C.6.2 The contractor shall provide administrative support to coordinate other meetings and scheduling their locations; locations of these meetings may alternate between TARDEC, Warren, MI and the contractors facility, Sterling Heights, MI, at the Governments option.

C.6.3 The contractor shall be required to provide project reviews at the contractors facility, sub-contractor/vendor facility or any Government facility. The contractor shall attend and take part in those meetings, no more than 3 per year, and prepare minutes per data item A001 of CDRL DD Form 1423. An agenda will be coordinated between TARDEC and the contractor prior to contractor hosted reviews.

C.6.4 Meeting minutes are due within seven (7) working days following a meeting, as specified in Exhibit A, per DD form 1423 Contract Data Requirements List, data item A001. The contractor shall develop/generate minutes that document technical information and data required to record decisions and agreements reached during meetings to include: meetings with Government personnel, meeting with sub-contractors, E-mail or telephone discussions during which conclusion or program direction decisions are made, or new information is discovered or clarified.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

D.1 Packaging and Marking

D.1.1 All hardware deliverable under this contract shall be packaged in accordance with good commercial practice to assure arrival at destination without loss or damage. Further details will be called out in the discreet work directive.

D.1.2 All technical data (including software deliverables) delivered under this contract shall be delivered electronically subject to any security restrictions and shall be identified by the prime contract number, the name and address of the prime contractor and the name of the subcontractor (if any) that generated the data. The electronic data shall bear the following marking for (1) prime contractor of (2) subcontractor generated data as applicable:

- (1) Prime Contract number:
Contractor:
- (2) Prime Contract Number:
Contractor:
Subcontractor:
Subcontractor's Address:

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-2	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-3	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011)	DEC/2011
F-5	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F.1	PERIOD(S) OF PERFORMANCE		

F.1.1 The period of performance for the basic work directive (1,790 manhours) shall be specified on the work directive. All base and option efforts will be completed within 36 months of contract award date. (The option exercise period ends twenty-four (24) months after contract award date, the period of performance for any exercised option shall not extend beyond the contract performance period [36 months]).

F.1.2 The period of performance for individual work directives will be specified on the work directive.

F.2 DELIVERY. All data will be delivered in accordance with the Contract Data Requirement List (CDRL) DD Form 1423.

*** END OF NARRATIVE F0001 ***

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	OBLIGATED <u>AMOUNT</u>
0001AA	R322C094R3 622601H7700	2	22C094	AA	\$ 249,956.00
TOTAL					\$ 249,956.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	OBLIGATED <u>AMOUNT</u>
AA	21 22040000026N6N7EP622601255Y S20113 W56HZV	\$ 249,956.00
TOTAL		\$ 249,956.00

LINE	<u>ITEM</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>
0001AA	AA	21	121320400000 W56HZV 26N6N7E622601H7700255YR322C094R3 22C094 S20113

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov/> and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) Document type. The Contractor shall use the following document type(s).

Cost Voucher

- (2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

W91ATL

- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in

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WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S2305A
Inspect By DoDAAC	W91ATL
Ship To Code	W56HZV
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	W91ATL
Service Acceptor (DoDAAC)	W91ATL
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Primary Acceptor - COR, Benhamin Eichhorn
benjamin.e.eichhorn.civ@mail.mil

Alternate Acceptor - Mr. Richard Gerth
Richard.j.gerth.civ@mail.mil

Contract Specialist - Mr. Troy Haarala
troy.r.haarala.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G-2 52.242-4016 COMMUNICATIONS

MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mr Benjamin Eichhorn
E-mail: benjamin.e.eichhorn.civ@mail.mil

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

ACO: Ms. Janet Bates
E-mail: janet.bates@dcma.mil

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]

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(3) Number of hours to accomplish the work.

(4) Estimated completion date as applicable.

(5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

(End of Clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
Red River Army Depot: <https://acquisition.army.mil/asfi/>
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

H.1 Ordering and Contract Administration: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this Contract. Communications pertaining to Contractual administrative matters will be addressed to him. No changes in or deviation from the statement of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or the expressly appointed Contracting Officer's Representative (COR).

H.2 Reserved.

H.3 Option for Additional Level-of-Effort

H.3.1 Option: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 38,067 manhours at an estimated cost per hour and a fixed fee per hour as shown in the table at B.6.1.1. The Government may incrementally exercise this option at any time on or after contract award but in no event later than twenty-four (24) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN.

H.4 Failure to exercise any portion of an option does not negate the Government's right to unilaterally exercise any portion of any

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follow-on option.

H.5 Services to be Performed

The parties to this contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein and as further defined in discreet work directives signed by the Contracting officer. This is to ensure that the policies in Office of Federal Procurement Policy (OFPP) Policy Letter 92-1 and Department of Defense (DOD) Directive 4205.2 are adhered to. Contractors are specifically prohibited from performing inherently Governmental functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

The parties agree that the Contractor personnel rendering the services under this contract are not subject either by the contract terms or the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor shall not be reimbursed for any work that is outside the scope of the work of the contract or the work directive(s) signed by the Contracting Officer.

H.6 The contractor has an approved Master Subcontracting Plan effective through 31 Mar 2014 and/or the life of any contract award to General Dynamics Land Systems, Inc. during the same period of time, which along with the individual subcontracting goals established for this Contract W56HZV-13-C-0261 (approved by the Procuring Contracting Officer on the award date of this contract) are incorporated into this contract by reference.

H.7 Government Furnished Property. The Government will furnish one LAV25, "SL4" complete (considered "fresh off the line", but doesn't include certain electronic systems). The vehicle shall be returned in "Condition Code A" (same configuration/condition as delivered). Further GFP information (Vehicle Identification Number 521722, etc.) will be provided to the contractor as soon as known by the Government, via contract modification.

H.8 Contractor Performance Assessment Reporting System (CPARS)

H.8.1 The contractor will register at the CPARS Access site: <http://www.cpars.csd.disa.mil/cparsmain.htm>.

H.8.2 The contractor's performance under this contract shall be assessed by the Government. An interim assessment will be prepared every 12 months and a final assessment will be prepared when the contract is physically complete. The Contracting Officer (Assessing Official), the Contract Administration Office, or any other Government source deemed appropriate will provide to the Procuring Contracting Officer (PCO) information relative to the contractor's performance in the following areas: Technical (Quality of Product or Services); Schedule; Cost Control; and Management (Subcontract Management, Program Management or Other Management). The assessment/review will be accomplished using the Contractor Performance Assessment Reporting System (CPARS). The completed evaluations shall not be released to anyone other than Government personnel and the contractor whose performance is being evaluated. The CPARS Access web link is: <http://cpars.csd.disa.mil>.

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-22	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-27	52.216-8	FIXED FEE	JUN/2011
I-28	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-29	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) -- ALTERNATE II (OCT 2001)	OCT/2001
I-30	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-31	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-32	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-33	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-34	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-35	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-36	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-37	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-38	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-39	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-40	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-41	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-42	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-43	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-44	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-45	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-46	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008

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I-47	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-48	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-49	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-50	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-51	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-52	52.232-1	PAYMENTS	APR/1984
I-53	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-54	52.232-11	EXTRAS	APR/1984
I-55	52.232-17	INTEREST	OCT/2010
I-56	52.232-20	LIMITATION OF COST	APR/1984
I-57	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-58	52.232-25	PROMPT PAYMENT	JUL/2013
I-59	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-60	52.233-1	DISPUTES	JUL/2002
I-61	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-62	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-63	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-64	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-65	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-66	52.242-13	BANKRUPTCY	JUL/1995
I-67	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-68	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-69	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-70	52.245-9	USE AND CHARGES	APR/2012
I-71	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-72	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-73	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-74	52.248-1	VALUE ENGINEERING	OCT/2010
I-75	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-76	52.249-14	EXCUSABLE DELAYS	APR/1984
I-77	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-78	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-79	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-80	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-81	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-82	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-83	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-84	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-85	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-86	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-87	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-88	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-89	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-90	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-91	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-92	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-93	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-94	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-95	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-96	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-97	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-98	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-99	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-100	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-101	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-102	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-103	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-104	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013

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I-105	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-106	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-107	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-108	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-109	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-110	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-111	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-112	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-113	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-114	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-115	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-116	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-117	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-118	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-119	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-120	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-121	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-122	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-123	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-124	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-125	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-126	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-127	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-128	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-129	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-130	252.246-7001	WARRANTY OF DATA	DEC/1991
I-131	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-132	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-133	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the -1- day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

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(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

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(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement_index_exec_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

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(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs

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for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-134 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ZERO or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-135 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

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(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

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(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-136 52.244-2 SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

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(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

I-137

52.247-1

COMMERCIAL BILL OF LADING NOTATIONS

FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S Army TACOM LCMC/TARDEC and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S Army TACOM LCMC/TARDEC and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. W56HZV-13-C-0____. This may be confirmed by contacting the ACO found in Section G of this contract.

(End of Clause)

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I-138 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)

DEC/2012

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-139 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the U.S. Army TACOM LCMC under Contract No. W56HZV-13-C-0261.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the U.S. Army TACOM LCMC.

(End of clause)

I-140 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each

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Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-141 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract

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number _____ . [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-142 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-143 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in

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40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-144

52.230-2

COST ACCOUNTING STANDARDS

MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a

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dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-145 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-146 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-147 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

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(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-148 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-149 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

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(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423			
Attachment 0001	CONTRACT SECURITY CLASSIFICATION SPECIFICATION DD FORM 254			EMAIL
Attachment 0002	WORK DIRECTIVE EWD-001			EMAIL

CONTRACT DATA REQUIREMENTS LIST

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002 D. SYSTEM/ITEM.....: LAV Weight Reduction Research
B. EXHIBIT : A E. CONTRACT/PR NO.: W56HZV-13-C-0261
C. CATEGORY.....: Reports F. CONTRACTOR.....: General Dynamics Land Systems

-
1. DATA ITEM NO.: A001
 2. TITLE OF DATA ITEM : Report, Record of Meeting Minutes
 3. SUBTITLE: Conference/Meeting Minutes
 4. AUTHORITY: DI-ADMN-81505
 5. CONTRACT REFERENCE.: C.5.1.1
 6. REQUIRING OFFICE ..: RDTA-EN/AMMT /MS 289
 7. DD250 REQ: N
 8. APP CODE: N/A
 9. DIST. STATEMENT REQUIRED: D
 10. FREQUENCY.....: AS REQUIRED
 11. AS OF DATE.....: Upon contract award
 12. DATE OF FIRST SUB.: See block 16 below
 13. DATE OF SUBS. SUB.: See block 16 below
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
Benjamin Eichhorn, Contracting Officer's Representative, E-Mail: benjamin.e.eichhorn.civ@mail.mil
 15. TOTAL:
 16. REMARKS: Meeting minutes due 7 days after each meeting is conducted.
 17. PRICE GROUP:
 18. ESTIMATED TOTAL PRICE:

-
1. DATA ITEM NO.....: A002
 2. TITLE OF DATA ITEM.: Contractor Process, Status and Mgmt. Report
 3. SUBTITLE: Monthly Progress Reports
 4. AUTHORITY: DI-MGMT-80227
 5. CONTRACT REFERENCE.: C.5.1.2
 6. REQUIRING OFFICE ..: RDTA-EN/AMMT /MS 289
 7. DD250 REQ: N
 8. APP CODE: N/A
 9. DIST. STATEMENT REQUIRED: A
 10. FREQUENCY : Monthly
 11. AS OF DATE: Upon contract award
 12. DATE OF FIRST SUB: 60 DAC
 13. DATE OF SUBS. SUB: every 30 days
 14. DISTRIBUTION ADDRESSEES:
SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
Benjamin Eichhorn, Contracting Officer's Representative, E-Mail: benjamin.e.eichhorn.civ@mail.mil
Troy Haarala, Contract Specialist, E-Mail: troy.r.haarala.civ@mail.mil
COGNIZANT ACO, DCMA, See Section G of the contract for name and email
 15. TOTAL:
 16. REMARKS: The Contractor shall submit via email technical reports that describe to the analytical and scientific community the precise nature and results of the tasks pursued under the work directive. The discussion shall describe completely the technical details pertinent to the task and detail the necessary steps, if any, required to further improve the item or study requested in the work directive

BLK 8- The requiring office is the approval authority for these reports. . The Government will have ten (10) days to review the draft. The draft and any Government comments will be sent back to the contractor for changes. The contractor shall have fifteen (15) days to make changes, if applicable, and submit a revised report. If after ten (10) days the Government has failed to approve or

disapprove the report, the report will be deemed approved by default. If the approval authority disapproves the report the contractor shall have ten (10) days to amend the report and resubmit it per the governments comments. Note that all report versions shall be submitted with a completed Standard Form (SF) 89 (report Documentation Page) as the reports cover page and may be in Contractors format.

BLK 9- The statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only.

BLK 10- Once per Work Directive, following the procedure on BLK 8

BLK 12- first submission will be a draft report due thirty (30) days after the close of the first work directive
The COR is responsible for accepting or rejecting the Contractors Scientific and Technical Report
Financial reporting shall follow DID DI-FNCL-80912
Final Reporting shall follow DID DI-MISC-80711A

- 17. PRICE GROUP:
 - 18. ESTIMATED TOTAL PRICE:
-

- 1. DATA ITEM NO.: A003
- 2. TITLE OF DATA ITEM.: Technical Report - Study/Services
- 3. SUBTITLE: Structural, Failure, Cost, Schedule, Performance Analysis and/or Work Directive Final Report
- 4. AUTHORITY: DI-MISC-80508B (T)
- 5. CONTRACT REFERENCE.: C.4.3, C.4.5.1, C.5.1.3, C.5.1.4 and C.5.1.7
- 6. REQUIRING OFFICE ..: RDTA-EN/AMMT /MS 289
- 7. DD250 REQ: N
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY.....: See block 16 below
- 11. AS OF DATE: Upon contract award
- 12. DATE OF FIRST SUB: See Work Directive
- 13. DATE OF SUBS. SUB: See Work Directive
- 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
Benjamin Eichhorn Benjamin.e.eichhorn.civ@mail.com
- 15. TOTAL:
- 16. REMARKS:
 - a. DI-MISC-80508B is tailored by deleting paragraph 2, (a) and (b).
 - b. The draft reports shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The Government will review and respond within 30 days of receipt.
 - c. The Draft of the Work Directive Final Technical Report (C.5.1.7) shall be delivered 1 month before work directive completion. The draft reports shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The Government will review and respond within 15 days of receipt. The contractor shall submit the Final Technical Report (with the completed SF 298) within 15 days after receipt of draft comments/approval.

- 17. PRICE GROUP:
 - 18. ESTIMATED TOTAL PRICE:
-

- 1. DATA ITEM NO.: A004
- 2) Title of Data Item.....: Product Drawings/Models and Associated Lists
- 3) Subtitle.....: N/A
- 4) Authority.....: DI-SESS-81000D
- 5) Contract Reference.....: C.4.4, C.5.1.5
- 6) Requiring Office.....: RDTA-EN/AMMT /MS 289
- 7) DD250 REQ.....: N
- 8) App Code.....: N/A
- 9) Dist. Statement Required: D, see BLK 16
- 10) Frequency: ASREQ, see BLK 16
- 11) As of date: N/A
- 12) Date of first sub: See BLK 16
- 13) Date of subs: See BLK 16
- 14) Distribution:

	A. Addresses	B.Copies	Draft	Final
Benjamin Eichhorn	Benjamin.e.eichhorn.civ@mail.com			
- 15) Total
- 16) Remarks

The Contractor shall deliver Product Drawings/Model and Associated Lists, including exploded view drawings. The Contractor

Prepare the reports in Contractor format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* Office XP or Microsoft* Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.

(2) Files in Adobe PDF (Portable Document Format). When scanning documents, scanner should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or web pages for reference information. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an email copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

(5) Please note that we can no longer accept .zip files due to increasing security concerns.

NOTE. Macros: The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail report to be quarantined.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, another acceptable media is a 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Previously "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM to be delivered via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number. If required, exterior mailing envelopes containing disks must be addressed to the following address:

Benjamin Eichhorn, RDTA-EN/AMMT /MS 289
U.S. Army TACOM Life Cycle Management Command (TACOM LCMC)
6501 East 11 Mile Road
Warren, MI 48397-5000

NOTE: Please select only one type of electronic media to transmit each report. For instance, do not submit a report via e-mail and CDROM.

* Registered Trademark

DD FORM 1423-E, MAY 99