

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

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2. Amendment/Modification No. P00005	3. Effective Date 2013DEC17	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND NICOLE DAHL WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NICOLE.V.DAHL@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310	Code S2305A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC 6000 17 MILE ROAD STERLING HEIGHTS, MI 48310-4541	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-13-D-0015
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012NOV21
Code 01417	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

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

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	FAR 43.103(a)(3)
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) KATHLEEN A. LAMBERT KATHLEEN.LAMBERT@US.ARMY.MIL (586)282-7299		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013DEC17

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: NICOLE DAHL
 Buyer Office Symbol/Telephone Number: CCTA-ACP-C/(586)282-7386
 Type of Contract: Cost Plus Fixed Fee
 Kind of Contract: Other
 Type of Business: Domestic Firm Performing Outside U.S.
 Surveillance Criticality Designator: B
 Contract Expiration Date: 2015NOV20

*** End of Narrative A0000 ***

The purpose of Modification P00005 to contract W56HZV-13-D-0015 is to:

1. Incorporate revised pricing for period of performance of 1 Oct 13 - 31 Jan 14 as follows:

<u>CLIN</u>	<u>CLIN TITLE</u>	<u>DOLLAR VALUE</u>
2001	Contractor Logistics Support	\$ 2,871,990.10
2004	Specialized Training	\$ 2,193,441.00
2005	Material	\$ 4,041,565.00
2006	Management	\$ 2,080,609.00
2008	Life Support	\$40,590,533.74
Total Value		\$51,778,138.84

As a result of the extension above, hours are adjusted as follows:

2. Remove and replace in its entirety the Section C: Statement of Work
3. Remove and replace in its entirety the Exhibit A: CDRL List
4. To add the following clauses:
 - 52.216-7, Allowable Cost and Payment
 - 52.243-2, Changes - Cost Reimbursement
 - 52.216-8, Fixed Fee
5. To delete the following clause:
 - 52.216-21, Requirements
6. To add Section B language for the Payment of Fee.
7. To add CLINS as follows:
 - 0008 - Transition
 - 2000 - CLS Contract Support
 - 2001 - CLS Labor Category
 - 2004 - Specialized Training
 - 2005 - M1A1 Material
 - 2006 - Management
 - 2008 - Normalization
8. The Contractor hereby releases the Government from any and all further liability under this mutual agreement attributable to such facts or circumstances giving rise to the agreement.
9. All other terms and conditions remain unchanged and in full effect.
10. This is a Foreign Military Sales (Iraq) action.

*** END OF NARRATIVE A0006 ***

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Payment of Fee (Completion):

The contractor may submit vouchers with fee as work progresses based on performance of the deliverable hours/ material/ costs. The fee amount requested in the voucher shall be prorated based on the application of the negotiated fee rate (negotiated fee divided by negotiated cost) applied to the actual cost incurred and included in the voucher, subject to any applicable withholds. At no time shall the fee requested exceed the negotiated funded fee amount.

B.2 Payment of Fee (Term):

The contractor may submit vouchers with fee as work progresses based on performance of the deliverable hours/ material/ costs. The fee amount requested in the voucher shall be prorated based on the application of the negotiated fee rate (negotiated fee divided by negotiated cost) applied to the actual cost incurred and included in the voucher, subject to any applicable withholds. At no time shall the fee requested exceed the negotiated funded fee amount. Upon completion of the effort, the final fixed fee will be payable upon certification that the Contractor has exerted the level of effort specified for the negotiated labor hour CLINs. The negotiated fee will be adjusted for any reduction in contracted labor hour scope.

*** END OF NARRATIVE B0001 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Ordering Period of entire contract: Date of Award through 3 years after award.</p> <p>0000 series CLINs:</p> <p>For Labor Effort: Min/Max Ordering of this contract: Minimum ordering: 1000 hours of service IAW Section C Maximum ordering: 482,638.72 hours of service IAW Section C</p> <p>For Material Effort: Min/Max Ordering of this contract: Minimum ordering: 1 month of material IAW Section C Maximum ordering: 10 months of material IAW Section C</p> <p>Pricing Terms are as shown within CLINs below.</p> <p>For Transition Effort: Min/Max Ordering of this contract: Minimum ordering: 1 month of normalization IAW Section C Maximum ordering: 2 months of normalization IAW Section C</p> <p>Pricing Terms are as shown within CLINs below.</p> <p>TERM Labor under CLIN 0001 is in accordance with Section B, Narrative B001 Paragraph B.2.</p> <p>(End of narrative A001)</p>				
0001	<p><u>CLS LABOR CATEGORY</u></p> <p>SERVICE REQUESTED: CONTRACTOR LOGISTICS SUPPORT CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p>				
0002	<p><u>OPERATOR NEW EQUIPMENT TRAINING (OPNET)</u></p> <p>SERVICE REQUESTED: M1A1 NEW EQUIPMENT TRAINING CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>TERM Labor under CLIN 0002 is in accordance with Section B, Narrative B001 Paragraph B.2.</p> <p>(End of narrative A001)</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>UNIT MAINTENANCE NEW EOPT TRAINING (UMNET)</u></p> <p>SERVICE REQUESTED: M1A1 NEW EQUIPMENT TRAINING CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>TERM Labor under CLIN 0003 is in accordance with Section B, Narrative B001 Paragraph B.2.</p> <p>(End of narrative A001)</p>				
0004	<p><u>SPECIALIZED TRAINING</u></p> <p>SERVICE REQUESTED: M1A1 SPECIALIZED TRAINING CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>TERM Labor under CLIN 0004 is in accordance with Section B, Narrative B001 Paragraph B.2.</p> <p>(End of narrative A001)</p>				
0005	<p><u>M1A1 MATERIAL</u></p> <p>COMPLETION Performance under CLIN 0005 is in accordance with Section B, Narrative B001 Paragraph B.1.</p> <p>(End of narrative A001)</p> <p>FOB POINT:</p>				
0006	<p><u>MANAGEMENT</u></p> <p>CLIN CONTRACT TYPE:</p>				

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	<p>Cost Plus Fixed Fee</p> <p>TERM Labor under CLIN 0006 is in accordance with Section B, Narrative B001 Paragraph B.2.</p> <p>Pricing Terms: 1 hr of management: \$93.44 for the month of Nov 2013.</p> <p>Cost per hour: \$84.91 COM per hour: \$ 0.04 <u>Fixed Fee per hour: \$ 8.49</u> Total per hour: \$93.44</p> <p>(End of narrative A001)</p>				
0008	<p><u>TRANSITION</u></p> <p>SERVICE REQUESTED: NORMALIZATION TRANSITION CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>2 months of Normalization/ transition.</p> <p>Cost: \$18,106,587 COM: \$ 2,338 <u>Fee: \$ 1,810,659</u> Total: \$19,919,584</p> <p>COMPLETION Performance under CLIN 0008 is in accordance with Section B, Narrative B001 Paragraph B.1.</p> <p>(End of narrative B001)</p>				
2000	<p><u>CLS CONTRACT SUPPORT</u></p> <p>SERVICE REQUESTED: CONTRACTOR LOGISTICS SUPPORT CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>For 2000 series CLINs: For Labor Effort:</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	<p>Min/Max Ordering of this contract: Minimum ordering: 21,000 hours of service IAW Section C Maximum ordering: 196,909.84 hours of service IAW Section C</p> <p>For Material Effort: Min/Max Ordering of this contract: Minimum ordering: 1 month of material IAW Section C Maximum ordering: 4 months of material IAW Section C Pricing Terms are as shown within CLINs below.</p> <p>For Life Support/Transition: Min/Max Ordering of this contract: Minimum ordering: 1 month of material IAW Section C Maximum ordering: 4 months of material IAW Section C Pricing Terms are as shown within CLINs below.</p> <p>(End of narrative A001)</p> <p><u>CLS LABOR CATEGORY</u></p> <p>SERVICE REQUESTED: CONTRACTOR LOGISTICS SUPPORT CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>TERM Labor under CLIN 2001 is in accordance with Section B, Narrative B001 Paragraph B.2.</p> <p>(End of narrative A001)</p> <p>IRAQ CONTRACTOR LOGISTICS SUPPORT (CLS) FOR 140 M1A1 MAIN BATTLE TANKS NECESSARY TO ACCOMPLISH THE TASKS SPECIFIED IN SECITON C.</p> <p>Pricing terms: 1 hr of CLS: \$59.29 for the month of Oct 2013.</p> <p>Cost per hour: \$53.89 COM per hour: \$ 0.02 <u>Fixed Fee per hour: \$ 5.39</u> Total per hour: \$59.29</p> <p>Pricing terms: 1 hr of CLS: \$60.17 for the month of Nov 2013.</p> <p>Cost per hour: \$54.69 COM per hour: \$ 0.02 <u>Fixed Fee per hour: \$ 5.47</u> Total per hour: \$60.17</p> <p>Pricing terms: 1 hr of CLS: \$60.14 for the month of Dec 2013.</p>				

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Cost per hour: \$54.66 COM per hour: \$ 0.02 <u>Fixed Fee per hour:</u> \$ 5.47 Total per hour: \$60.14</p> <p>Pricing terms: 1 hr of CLS: \$62.70 for the month of Jan 2014.</p> <p>Cost per hour: \$56.99 COM per hour: \$ 0.02 <u>Fixed Fee per hour:</u> \$ 5.70 Total per hour: \$62.70</p> <p>(End of narrative B001)</p>				
2004	<p><u>SPECIALIZED TRAINING</u></p> <p>SERVICE REQUESTED: M1A1 SPECIALIZED TRAINING CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>INSTRUCTORS TO PERFORM SPECIALIZED TRAINING NECESSARY TO ACCOMPLISH THE TASKS SPECIFIED IN SECITON C.</p> <p>Pricing terms: 1 hr of Specialized Training: \$57.82 for the month of Oct 2013.</p> <p>Cost per hour: \$52.55 COM per hour: \$ 0.02 <u>Fixed Fee per hour:</u> \$ 5.25 Total per hour: \$57.82</p> <p>Pricing terms: 1 hr of Specialized Training: \$58.82 for the month of Nov 2013.</p> <p>Cost per hour: \$52.67 COM per hour: \$ 0.02 <u>Fixed Fee per hour:</u> \$ 5.27 Total per hour: \$58.82</p> <p>Pricing terms: 1 hr of Specialized Training: \$56.39 for the month of Dec 2013.</p> <p>Cost per hour: \$51.10 COM per hour: \$ 0.02 <u>Fixed Fee per hour:</u> \$ 5.27 Total per hour: \$56.39</p> <p>Pricing terms: 1 hr of Specialized Training: \$66.30 for the month of</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Jan 2014. Cost per hour: \$60.76 COM per hour: \$ 0.02 <u>Fixed Fee per hour: \$ 5.52</u> Total per hour: \$66.30 TERM Labor under CLIN 2004 is in accordance with Section B, Narrative B001 Paragraph B.2. (End of narrative B001)				
2005	<u>MIA1 MATERIAL</u> SERVICE REQUESTED: MATERIAL/ODC CLIN CONTRACT TYPE: Cost Plus Fixed Fee Material/ODC to be ordered in accordance with SECITON C. Pricing terms: 1 month of Material /ODC for the month of Oct 2013. Cost: \$ 1,058,686.56 COM: \$ 307.01 <u>Fixed Fee: \$ 105,868.93</u> Total: \$ 1,164,862.50 Pricing terms: 1 month of Material /ODC for the months of Nov 2013. Cost: \$ 917,488.96 COM: \$ 266.06 <u>Fixed Fee: \$ 91,749.14</u> Total: \$ 1,009,504.16 Pricing terms: 1 month of Material /ODC for the months of Dec 2013. Cost: \$ 917,490.04 COM: \$ 265.12 <u>Fixed Fee: \$ 91,749.00</u> Total: \$ 1,009,504.16 Pricing terms: 1 month of Material /ODC for the months of Jan 2014. Cost: \$ 779,508.86 COM: \$ 214.43 <u>Fixed Fee: \$ 77,950.88</u> Total: \$ 857,674.17 COMPLETION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	<p>Performance under CLIN 2005 is in accordance with Section B, Narrative Paragraph B.1.</p> <p>(End of narrative B001)</p> <p><u>MANAGEMENT</u></p> <p>SERVICE REQUESTED: MANAGEMENT CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>Management necessary to accomplish the tasks specified in SECTION C.</p> <p>Pricing Terms: 1 hr of management: \$94.49 for the month of Oct 2013.</p> <p>Cost per hour: \$85.86 COM per hour: \$ 0.04 <u>Fixed Fee per hour: \$ 8.59</u> Total per hour: \$94.49</p> <p>Pricing Terms: 1 hr of management: \$93.87 for the month of Dec 2013.</p> <p>Cost per hour: \$85.30 COM per hour: \$ 0.04 <u>Fixed Fee per hour: \$ 8.53</u> Total per hour: \$93.87</p> <p>Pricing Terms: 1 hr of management: \$99.72 for the month of Jan 2014.</p> <p>Cost per hour: \$90.61 COM per hour: \$ 0.05 <u>Fixed Fee per hour: \$ 9.06</u> Total per hour: \$99.72</p> <p>TERM Labor under CLIN 2006 is in accordance with Section B, Narrative B001 Paragraph B.2.</p> <p>(End of narrative B001)</p>		B001		
2008	<p><u>NORMALIZATION</u></p> <p>SERVICE REQUESTED: NORMALIZATION CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

*** As of 1 Oct 2013, the Statement of Work is as follows:***

C.1 GENERAL

C.1.1 Contractor shall provide personnel to perform Outside Continental United States (OCONUS) Contractor Logistics Support (CLS) and Training for Iraq Abrams.

C.1.1.1 Contractor shall provide personnel to perform OCONUS sustainment Maintenance (scheduled and unscheduled), Logistics, Supply, warehousing, Deprocessing, Fielding, Quality Control, Configuration Management, informal On the Job Training (OJT) and Security Management. Contractor shall advise the Iraqi Army (IA) soldiers as part of the CLS support. Advice shall pertain to Deprocessing, Fielding, sustainment Maintenance (scheduled and unscheduled), Logistics, Supply, configuration management, Security Management, and warehousing for quantity of 146 M1A1-SA Abrams Series tanks.

C.1.1.2 Training shall consist of Operator New Equipment Training (OPNET), Unit Maintenance New Equipment Training (UMNET), Specialized Training, and Generalized Training services to include vehicle, classroom and informal On-The-Job Training (OJT) for Iraq M1A1-SA Abrams Series tanks.

C.1.2 This effort shall include Continental United States (CONUS) and OCONUS program management, field support operations, supply, logistics, and quality control.

C.1.3 The CLS and Training Services shall be performed at Besmaya and Taji Iraq. Travel to Baghdad in Iraq may be required to fulfill the requirements of this contract action, as well as travel to permanent locations of Iraqi Army 9th Division Tanks. Travel shall be in accordance with the Joint Travel Regulations.

C.2 CONTRACTOR RESPONSIBILITIES

C.2.1 Contractor shall acquire and maintain a general office environment, classrooms and tools required to perform the tank CLS and Training efforts described in the scope of work.

C.2.2 Contractor is responsible for all CONUS and OCONUS transportation.

C.2.3 Disposition instructions for Contractor procured equipment or material under Other Direct Costs (ODC) Material CLIN 0005 shall be provided by the Iraq Tracked Vehicles Intensive Management Office (ITVIMO) Contracting Officer Representative (COR) at the end of the contract In Accordance With (IAW) Contract Data Requirements List (CDRL) A010.

C.2.4 Contractor shall ensure that Occupational Health and Safety Administration (OSHA) standards and internal policies are met.

C.2.5 Contractor shall comply with US and host nation laws.

C.2.6 No break in service support will occur.

C.2.7 Contractor shall provide replacement personnel to cover position gaps resulting from attrition. The replacement personnel shall be certified on Abrams tank training devices, equipment, and tools associated with the M1A1SA Abrams Series tank and provide reports IAW CDRL A008 and CDRL A009.

C.2.8 Contractor shall be responsible for providing Personnel Status Report IAW CDRL A009.

C.2.9 Non-Combat Evacuation Order (NEO) Plan: Contractor shall submit a NEO Plan in accordance with CDRL A015.

C.2.10 Contractor shall provide translators in Iraq to support CLS operations and Training.

C.2.11 If Force Majeure prohibits work during a standard work week Contractor may submit invoices for no more than 8 hours per employee per day, during the standard work day.

C.3 PROGRAM MANAGEMENT AND ADMINISTRATION

C.3.1 Contractor shall provide OCONUS program management and supervision for operations, security, environmental health and safety, human resources, quality control, supply, maintenance, warehousing, CLS and Training.

C.3.2 Contractor shall provide information about program requirements, program scheduling, establishing priorities, as well as identification and resolution of program related problems IAW CDRLs A001, A003, A004, A005, A007, A012 and A014.

C.3.3 Contractor shall provide operational interface with the ITVIMO and USG COR. Contractor shall conduct weekly meetings with OCONUS USG (when USG personnel are present) and CONUS USG and Contractor management and operations personnel to facilitate work activities,

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mission requirements and identify corrective actions to meet any mission-related issues, priorities or updated operational guidance IAW CDRLs A007 and A014.

C.3.4 Contractor shall attend and provide input in Government briefings, presentations, and informal technical review meetings related to Iraq CLS and Training programs. Contractor shall prepare electronic, written or visual presentations for such briefings or review meetings IAW CDRL A007.

C.3.5 Contractor shall attend and provide input in Iraq CLS and Training meetings CONUS and OCONUS as they pertain to the efforts listed below. Contractor shall provide a list of personnel who will attend the meetings and the list of personnel shall be approved by the ITVIMO:

- a. Management Review (monthly)
- b. Program Review (annually)
- c. In Process Review (semi-annually)
- d. Technical Review (weekly)
- e. Integrated Logistics Support (ILS) Program Status Review (COR country visit semi-annually)
- f. Integrated Logistics Support Management Team (ILSMT) (COR country visit semi-annually)
- g. Logistics Management Review (LMR) (COR country visit semi-annually)
- h. Field Service Representative Support Status Review (weekly)
- i. Fleet Management (In conjunction with PM-ABCT/GDLS FPR review board)

C.4 TASK DESCRIPTIONS**C.4.1 CONTRACTOR LOGISTICS SUPPORT (CLS):**

C.4.1.1 CLS period of performance (PoP) will not exceed 31-Jan-2018. The CLS will gradually decrease (ramp-down) each year as the IA capability increases (ramp-up). Task Orders awarded on this contract will reflect the required SOW and PoP.

C.4.1.2 Contractor shall provide personnel to perform OCONUS sustainment Maintenance (scheduled and unscheduled), Logistics, Supply, warehousing, Deprocessing, Fielding, Quality Control, Configuration Management, informal On the Job Training (OJT) and Security Management for quantity not to exceed 146 M1A1-SA Abrams Series tank as part of CLS for Iraq Abrams, as placed in Contractor possession from the IA. Six (6) of the 146 shall be Deprocessed and issued to the (Government of Iraq) GoI as a Total Package Fielding (TPF) process. Contractor shall advise the IA soldiers as part of the CLS support.

C.4.1.3 Contractor shall provide personnel to support maintenance operations of the Iraq 146 Program. Contractor shall provide maintenance procedures and training to assigned mechanics to ensure maintenance and troubleshooting and repair processes and procedures are followed IAW all applicable Technical manuals, Technical Bulletins (TB) pertaining to the M1A1 SA tank and associated systems as identified in Attachment 001.

C.4.1.4 Contractor shall maintain and submit the Non-Mission Capable (NMC) report and supply report IAW CDRL A013. Contractor shall translate the NMC report into Arabic for distribution to the IA.

C.4.1.5 CLS:

C.4.1.5.1 Contractor shall provide all the necessary equipment, tools, materials necessary to provide the CLS services for the M1A1-SA Abrams Series.

C.4.1.5.2 Contractor shall provide troubleshooting and diagnostic services on and off the platforms (tanks) to support IA military units. Contractor shall provide maintenance procedures and training to assigned mechanics to insure maintenance and troubleshooting and repair processes and procedures are followed IAW all applicable Technical manuals, Technical Bulletins (TB), Department of Army (DA) PAMs, Field Manuals, Training Circulars, Supply catalogs/Bulletins, Army Regulations and supplements pertaining to the M1A1 SA tank and associated systems as identified in Attachment 001.

C.4.1.5.3 Contractor shall maintain the vehicles at the Fully Mission Capable (FMC) standard as defined in M1A1 SA Operator Technical Manuals (TMs) and Field Level Technical Maintenance Manuals in Attachment 001 based on availability of tanks and parts from the IA and parts from Contractor operated supply warehouses. If part(s) the Contractor needs to maintain the vehicles within Contractor control is/are unavailable, the Contractor shall notify the USG COR within 48 hours of isolating the fault.

C.4.1.5.4. Warehousing and Material Handling: Contractor shall maintain warehousing operations at Besmaya and Taji. Contractor shall maintain 100% accountability of all Class 9 Concurrent Spare Parts (CSP) and Special Tools and Test Equipment (STTE). Contractor shall issue CSP to Contractor personnel to maintain the Iraq Program tanks.

C.4.1.5.4.1 When part(s) are received, the Contractor shall maintain accountability of the parts supplied, including temporary warehousing, until such time the parts are installed in the appropriate vehicle(s). When tank(s) is/are available, Contractor shall apply parts to vehicles within 72 hours of receipt. If tank is not available, Contractor shall notify appropriate Iraqi personnel

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requesting access to the tank(s). Contractor shall notify the IA to schedule vehicles for scheduled maintenance service IAW TM 9-2350-264-23 series at the Taji and Besmaya locations.

C.4.1.5.4.2 Contractor shall maintain all historical documentation, scheduled and unscheduled forms, worksheets, orders, requests, repairs and semi-annual and annual service packets by vehicle serial number. Documents shall be maintained in Contractor format. Documentation is subject to inspection by the USG COR.

C.4.1.6 FIELD SUPPORT:

C.4.1.6.1 Contractor shall utilize IA equipment, tools and materials in order to advise the IA to perform field level scheduled and unscheduled maintenance and sustainment maintenance for the Iraq M1A1-SA Abrams Series IAW -23 Series TM. If the IA is not capable to perform sustainment maintenance along with the Contractor, the Contractor shall perform sustainment maintenance.

C.4.1.6.2 Contractor shall provide advice on methods for troubleshooting and diagnostic services on and off the platforms (tanks) to support IA military units to include communications, small arms and fire control systems. Contractor shall advise on maintenance procedures and training to assigned mechanics to insure maintenance and troubleshooting and repair processes and procedures are followed IAW all applicable Technical manuals, Technical Bulletins (TB) pertaining to the M1A1 SA tank and associated systems as identified in Attachment 001.

C.4.1.6.3 Contractor shall advise the IA on maintaining the vehicles at the Fully Mission Capable (FMC) standard as defined in M1A1 SA Operator Technical Manuals (TMs) and Field Level Technical Maintenance Manuals in Attachment 001 based on availability of tanks and parts from the IA.

C.4.1.6.4 Contractor shall advise the IA on maintaining all historical documentation.

C.4.1.6.5 Warehousing and Material Handling: Contractor shall advise the IA on parts identification by case and applicable platform; on the organization of parts by location and quantity; on receipt and distribution of parts, shelf life, proper storage and packaging and transportability; and on reordering and replenishing consumables utilizing security cooperation information portal (SCIP).

C.4.1.7 CONTACT TEAMS:

Contractor shall provide personnel to support the 4 Regiments (12 Companies) of the 9th Division IA.

C.4.1.7.1 Company Contact Teams: This team shall consist of 4 Field Support Representatives (FSRs) (1 FSR per Regiment), 12 Field Support Technicians (FSTs) (1 dedicated FST per Company), 2 Commo Mechanics (1 for every 2 Regiments), 2 Small Arms Mechanics (1 for every 2 Regiments) and 5 Material Handlers for Warehousing Operations.

C.4.1.7.2 Regimental Contact Team: This team shall consist of 4 FSRs (1 FSR per Regiment), 8 FSTs (2 for every Regiment), 1 Commo Mechanics, 1 Small Arms Mechanics and 2 Material Handlers for Warehousing Operations.

C.4.1.7.3 Division Contact Team: This team shall consist of 4 FSRs (1 FSR per Regiment), 1 Commo Mechanics and 1 Small Arms Mechanics.

C.4.1.7.4 Contractor Contact Teams shall utilize IA equipment, tools and materials in order to advise the IA to perform field level scheduled and unscheduled maintenance and sustainment maintenance for the Iraq M1A1-SA Abrams Series IAW -23 Series TM. If the IA is not capable to perform sustainment maintenance along with the Contractor, the Contractor shall perform sustainment maintenance.

C.4.1.7.5 Contractor Contact Teams shall advise IAW TMs for the M1A1 series tanks for troubleshooting and diagnostic services on and off the platforms (tanks) to support IA military units to include communications, small arms and fire control systems. Contractor shall advise on maintenance procedures and training to assigned mechanics to ensure maintenance and troubleshooting and repair processes and procedures are followed IAW all applicable Technical manuals, Technical Bulletins (TB) pertaining to the M1A1 SA tank and associated systems as identified in Attachment 001.

C.4.1.7.6 Contractor shall advise the IA on maintaining the vehicles at the Fully Mission Capable (FMC) standard as defined in M1A1 SA Operator Technical Manuals (TMs) and Field Level Technical Maintenance Manuals in Attachment 001 based on availability of tanks and parts from the IA.

C.4.1.7.7 Contractor shall advise the IA on maintaining all historical documentation.

C.4.1.7.8 Warehousing and Material Handling: Contractor shall advise the IA on parts identification by case and applicable platform; on the organization of parts by location and quantity; on receipt and distribution of parts, shelf life, proper storage and packaging and transportability; and on reordering and replenishing consumables utilizing security cooperation information portal (SCIP).

C.4.1.7.8.1 Contractor shall provide two workstations with computer access to provide guidance to the IA to access the SCIP application on the internet to support the IA warehouse operations.

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC**C.4.1.8 DEPROCESSING:**

C.4.1.8.1 Contractor shall perform Deprocessing of Iraq M1A1-SA tanks. Deprocessing shall include receiving the tanks at the down load point, downloading the tanks and moving them to the Deprocessing site, and performing before operation checks. Deprocessing shall be in accordance with appropriate TMs using the M1A1-SA Tank Deprocessing Checklist IAW CDRL A018.

C.4.1.8.2 Storage and PMCS: Contractor shall provide scheduled preventive maintenance checks and service (PMCS) as required, to maintain a 10/20 standard (IAW TM 9-2350-264-10 series and TM 9-2350-264-23 series) of all tanks requiring storage of more than 30 days, pending issuance of tanks, in accordance with technical manuals.

C.4.1.8.3 Issue: Contractor shall issue tanks in a 10/20 standard and designated tank Component of End Item (COEI) and Basic Issue Items (BII) to the Iraq armor units. Contractor shall perform an operational inspection verifying the tank 10/20 status. All shortcomings and Non-Mission Capable (NMC) faults shall be recorded on DA Form 2404 and corrected prior to issue of the tank. Tanks, COEI, and BII shall be issued IAW Total Package Fielding Process.

C.4.1.9 Port Operations: Contractor shall provide a team to off-load six (6) Iraqi M1A1-SA tanks from ships at the Port. The tanks shall be driven onto Heavy Equipment Transport (HET) trucks and trailers at the Port. The vehicles shall be turned over to the transport company for securing the vehicles onto the trucks.

C.4.1.10 Quality Control: A Quality Control plan shall be provided within 30 days of contract award date, not separately priced as CDRL A006. Contractor shall perform the contract in accordance with its Quality Control Plan, subject to USG approval.

C.4.1.11 DSESTS: Contractor shall provide personnel to operate and maintain the Direct Support Electrical System Test Set (DSESTS).

C.4.1.12 Power Generation: Contractor shall provide certified utility repairmen to maintain all power generating systems and general utility maintenance.

C.4.1.13 Government Furnished Equipment (GFE): All GFE shall be accounted for on a hand receipt assigned to the Contractor and inventoried IAW CDRL A010.

C.4.1.14 Reports: Contractor shall report problems and shall submit specific reports, to include the following full list of CDRLs:

- A001 - Monthly Percent Expended Report
- A002 - Reserved
- A003 - Monthly Technical Report
- A004 - Field Problem Report
- A005 - Injury/Accident Report
- A006 - Quality Control Plan
- A007 - Communication Plan (C3c)
- A008 - Plan for Accomplishing Employee Vetting (C3c)
- A009 - Monthly Contractor Census Report (Perstat)
- A010 - Accountability and Inventory Report
- A011 - Approved Program of Instruction RESERVED
- A012 - Deployment Plan/Emergency Evacuation Plan RESERVED
- A013 - NMC and Supply Report
- A014 - Meeting Minutes
- A015 - Non-Combat Evacuation Order (NEO) Plan
- A016 - Parts Requisition Order Sheet
- A017 - Lesson Plans RESERVED
- A018 - Deprocessing Checklist RESERVED

C.4.1.15 Contractor shall translate maintenance forms from English to Arabic. Current translated forms are DA Form 2404, 2404-8, Vehicle shortcoming lists, scheduled services, DA 3161 and DA 2062.

C.4.1.16 SUPPLY:

C.4.1.16.1 Contractor shall obtain parts from the IA during the performance of CLS efforts. Contractor shall request parts from the USG COR IAW CDRL A016. If additional parts are required material CLIN**** will be utilized. Contractor is responsible for tracking parts purchased under the material CLIN.

C.4.1.16.2 Accountability: Contractor is responsible for ensuring shortages related to property purchased under contracts W565HZV-07-C-0046 (Abrams STS - Iraq CLINs only); W56HZV-10-C-0256 (Iraq 140 Deprocessing Contract); and W56HZV-13-D-0015 are reported to the ITVIMO within 96 hours. Location of property in Contractor possession shall be 100% accurate at all times and shall have a designated location for storage. Contractor is responsible for transferred documentation of property utilizing DA 3161. Locations, quantity authorized and document numbers for shortages within Contractor control shall be reflected on the Supply Report IAW CDRL A013.

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C.4.1.16.3 Contractor shall conduct Maintenance (scheduled and unscheduled), Logistics, Total Package Fielding (TPF) in Iraq, and Supply Services which includes tracking, receipt, storage, shipping and inventory of parts IAW CDRL A010 for CLS of Iraq Tracked Vehicles.

C.4.2 RESERVED

C.4.3 RESERVED

C.4.4 RESERVED

C.4.5 GENERAL TRAINING INFO:

C.4.5.1 Contractor shall provide instructors and translators in Iraq to perform OCONUS OPNET, UMNET and Specialized and Generalized Training, for the Iraq M1A1SA Abrams Series tank.

C.4.5.2 Contractor shall provide classroom equipment and materials for all training, excluding the translations of complete Technical Manuals (TMs).

C.4.5.3 Technical Training Support: Contractor shall conduct training at Besmaya and Taji. Training shall be designed to provide Iraqi Soldiers instructions and orientations necessary to increase their knowledge, skills and techniques to independently operate and maintain the Iraq Tanks.

C.4.5.4 Task Instruction: Contractor instructors shall use a USG and GoI approved Program of Instruction (POI) to conduct training. Contractor shall update, modify, and write the POI and submit it to the ITVIMO for review and approval, IAW CDRL A011. Final written approval of the POI is required from the USG and the GoI prior to the development of training materials, lesson plans, and training.

C.4.6 OPERATOR NEW EQUIPMENT TRAINING (OPNET):

C.4.6.1 Contractor shall provide a team of NET Instructors in Iraq to conduct OPNET for Iraq M1A1SA Abrams Series tanks. Training shall include Tank Table VI (found in Field Manual 3-20.21 with change 1).

C.4.6.1.1 Contractor shall provide lesson plans, to include slides and student handout for OPNET classes IAW CDRL A017.

C.4.7 UNIT MAINTENANCE NEW EQUIPMENT TRAINING (UMNET):

C.4.7.1 Contractor shall provide a team of NET Instructors in Iraq to conduct UMNET training for Iraq M1A1SA Abrams Series tanks.

C.4.7.1.1 Contractor shall provide lesson plans, to include slides and student handout for UMNET classes IAW CDRL A017.

C.4.7.2 Contractor shall provide a team of NET Instructors in Iraq to conduct Advanced Fire Control, Advanced Turret and Advanced Hull classes.

C.4.7.2.1 Contractor shall provide lesson plans, to include slides and student handout for Advanced Fire Control, Advanced Turret and Advanced Hull classes IAW CDRL A017.

C.4.8 SPECIALIZED TRAINING:

C.4.8.1 Contractor shall provide instructors to conduct and manage Specialized Training programs for Armor Instructor (AIT), Advanced Skill Mechanics (ASM) and Maintenance Instructor Training (MIT). Training shall be designed to provide Iraqi Soldiers instructions and orientations necessary to increase their knowledge, skills and techniques to independently train future Iraq soldiers on tank operation and maintenance.

C.4.8.1.1 Contractor shall perform maintenance on AIT and ASM lesson plans, slides and student handouts. Maintenance includes translating documents into Arabic.

C.4.8.1.2 Contractor shall provide lesson plans, student handouts and slides for MIT class in CDRL A017 format. All documentation for the MIT class shall be translated into Arabic.

C.4.8.2 M1A1 AIT course shall include Driver training, Gunner training, and Loader training for up to 40 students. Class sizes and student distribution in each class will be determined by Iraq student participation, equipment availability, and funding.

C.4.8.3 M1A1 ASM course shall include Turret training, Fire Control training, Hull training for up to 60 students. Class sizes and student distribution in each class will be determined by Iraq student participation, equipment availability, and funding.

C.4.8.4 M1A1 MIT course shall take up to 20 high performing students from the ASM course to become Maintenance Instructors in their

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respective area based on available funding. Contractor shall recommend which students are to become instructors based upon class assessments, but the final selection shall be approved by the GoI.

C.4.8.5 Master Gunner: Contractor shall work with AIT graduates within the regiments for home station gunnery and sustainment gunnery. Contractor shall advise on preparation for home station gunnery and sustainment gunnery and crew drills and position tasks.

C.4.9 GENERALIZED TRAINING:

C.4.9.1 Reserved

*** END OF NARRATIVE C0001 ***

*** DELETED NARRATIVE C0002 ***

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.216-8	FIXED FEE	JUN/2011
I-2 ADDED	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-3 CHANGED	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 30th 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

(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.

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(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.

(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:

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(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.

(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

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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 partys 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 Contractors 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 Contractors 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 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)

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I-4 DELETED 52.216-21

REQUIREMENTS

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL LIST	01-OCT-2013	001	DATA

A001 - Monthly Percent Expended Report 24 Sept 13
A002 - Reserved
A003 - Monthly Technical Report 24 Sept 13
A004 - Field Problem Report 24 Sept 13
A005 - Injury/Accident Report 24 Sept 13
A006 - Quality Control Plan 24 Sept 13
A007 - Communication Plan (C3c) 24 Sept 13
A008 - Plan for Accomplishing Employee Vetting 24 Sept 13
A009 - Monthly Contractor Census Report (Perstat) 24 Sept 13
A010 - Accountability and Inventory Report 24 Sept 13
A011 - Approved Program of Instruction 15 Nov 13rev 1
A012 - Deployment and Contingency Plan 24 Sept 13
A013 - NMC and Supply Report 24 Sept 13
A014 - Meeting Minutes 24 Sept 13
A015 - Non-Combat Evacuation Order (NEO) Plan 24 Sept 13
A016 - Parts Requisition Order Sheet 24 Sept 13
A017 - Lesson Plans
A018 - Deprocessing Checklist