

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DXA4	<b>Page</b> 1	<b>Of</b> 31	<b>Pages</b>
<b>2. Contract (Proc. Inst. Ident.) No.</b> W56HZV-14-C-0021		<b>3. Effective Date</b> 2013OCT24		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE		
<b>5. Issued By</b> U.S. ARMY CONTRACTING COMMAND DEBRA S. DRUMMOND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA ATLANTA 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA GA 30080		<b>Code</b> S1103A	
<b>e-mail address:</b> DEBRA.S.DRUMMOND@US.ARMY.MIL						

<b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC 9801 HWY 78 STE 3 LADSON, SC 29456-3802			<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)		
			<b>9. Discount For Prompt Payment</b>		
			<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12
<b>Code</b> 1EFH8			<b>Facility Code</b>		
<b>11. Ship To/Mark For</b> SEE SCHEDULE			<b>12. Payment Will Be Made By</b> DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 1-800-756-4571 FAX 614-693-2224		
			<b>Code</b> HQ0338		

<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		<b>14. Accounting And Appropriation Data</b> SEE SECTION G			
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Supplies/Services</b>	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>
<b>15G. Total Amount Of Contract</b> →					\$274,513.75

(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	22
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	31
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	16		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	17		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	18		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	21				

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

<b>17.</b> <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.)		<b>18.</b> <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.)	
<b>19A. Name And Title Of Signer (Type Or Print)</b>		<b>20A. Name Of Contracting Officer</b>  LORETTA BURSEY LORETTA.H.BURSEY@US.ARMY.MIL (586)282-8115	
<b>19B. Name of Contractor</b>	<b>19c. Date Signed</b>	<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)	<b>20C. Date Signed</b> 2013OCT24
By _____ (Signature of person authorized to sign)			

**AUTHORIZED FOR LOCAL REPRODUCTION**  
Previous edition is NOT usable

Standard Form 26 (Rev. 5/2011)  
Prescribed By GSA - FAR (48 CFR) 53.214(a)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 31</b>
	PIIN/SIIN W56HZV-14-C-0021 MOD/AMD	
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DEBRA S. DRUMMOND  
 Buyer Office Symbol/Telephone Number: CCTA-HTM-A/(586)282-6384  
 Type of Contract: Cost Plus Fixed Fee  
 Kind of Contract: Service Contracts  
 Type of Business: Large Business Performing in U.S.  
 Surveillance Criticality Designator: A  
 Weapon System: Countermine

\*\*\* End of Narrative A0000 \*\*\*

Regulatory Cite	Title	Date
A-1	52.204-4016 WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=w56hzv13r0033](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=w56hzv13r0033).

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at [https://acquisition.army.mil/asfi/BRS\\_guide.doc](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

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**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFISI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release in the base contract or contract modifications, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

A-2            52.204-4850            ACCEPTANCE APPENDIX            SEP/2008

(a) Contract Number W56HZV-14-C-0021 is awarded to General Dynamics Land Systems-Force Protection (GDLS-FP), Cage Code 1EFH8.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

A-3            52.201-4000            ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON            APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

A-4            52.215-5000            PROPOSAL ADEQUACY CHECKLIST REQUIRED            MAY/2013  
(ACC)

a. Certified Cost and Pricing Data must be submitted by the offeror IAW FARS 15.403-5, including Table 15-2. You must also complete, and provide with your proposal, the "Proposal Adequacy Checklist" found in Section L (252.215-7009) of this solicitation or a Word version is available on the Contractor Forms Web Page on ProcNet at:

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

b. If you fail to fully complete the checklist, it may result in the return of your proposal and/or you will be allowed five

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(5) business days from the date of your notification to fully complete and submit the checklist.

[End of provision]

A-5                    52.232-4087                    PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)                    JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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MOD/AMD

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 ESTIMATED COST, FIXED FEE and PAYMENT

B.1.1 Estimated costs for performance of work (labor hours, material, travel, and other direct costs) under this contract, exclusive of the contractors fee, are set forth in Section B at the CLIN level. The amounts shown shall constitute individual estimated costs for the purpose of the general provision of the clause entitled, LIMITATION OF COST, FAR 52.232-20. The provisions of the clause LIMITATION OF COST notwithstanding, the limitation shall apply to each CLIN of the contract. The estimated cost and fixed fee for labor hours, material, travel, and other direct costs under each CLIN are based upon the contractor furnishing the maximum level of effort specified at the CLIN level during the period of performance. To support payment for work performed under this contract, the contractor shall, on each voucher submitted, state the level of effort expended and shall certify that said level of effort has been expended in the accomplishment of the work called for by the contract. Expenditure of labor hours in excess of the quantity specified in in each CLIN is not authorized. Allowable costs shall be determined and payment shall be as provided in the Section I clause entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

B.1.2 A fixed fee, as set forth at the CLIN level, shall be paid for labor hours, material, and other direct costs to the contractor at the completion of the period of performance, upon certification that the contractor has exerted the level of effort specified in performing the work called for herein, and such performance is considered satisfactory by the Contracting Officer. However, the contractor may present with each voucher for its costs (whether for labor hours, material, travel, or other direct costs), a fee voucher in the amount bearing the same relation to the CLIN fixed fee as the accompanying cost voucher bears to the applicable CLIN estimated cost. Payment of the fixed fee shall be subject to the withholding set forth in Paragraph (B) of the Section I general provision entitled FIXED FEE, FAR 52.216-8.

## B.2 Period of Performance

B.2.1 The BASE PERIOD of performance is twelve (12) months, from the time of award. The Government shall have the unilateral right/option to extend the period of performance for an additional one (1) year, the OPTION PERIOD, for a maximum of two (2) years total. The Government shall exercise its unilateral right to extend the period of performance any time before but no later than 30 days before the contract is set to expire.

## B.3 Labor Hours

B.3.1 Labor rates for the Base Period are established and may be exercised during the Base Period. Labor for the Base Period CLIN is broken out as follows:

<u>BASE PERIOD CLIN</u>	<u>LABOR HOURS</u>	<u>EST. COST</u>	<u>FIXED FEE</u>	<u>TOTAL COST-PLUS-FIXED-FEE</u>
0001AA	2,312 hrs	\$139,586.53	\$20,311.35	\$159,897.88

B.3.2 Labor rates for the Option Period are established and may be exercised during the Option Period. If exercised, the contract shall be increased on a cost-plus-fixed fee basis. Labor for the Option Period CLIN is broken out as follows:

<u>OPTION PERIOD CLIN</u>	<u>LABOR HOURS</u>	<u>EST. COST</u>	<u>FIXED FEE</u>	<u>TOTAL COST-PLUS-FIXED-FEE</u>
0001AB	2,312 hrs	\$143,768.11	\$20,921.29	\$164,689.40

## B.4 Material, Travel and ODC Pool

B.4.1 A Material, Travel and ODC ceiling, for the entire contract, is established at \$232,683.77 and may be exercised, subject to the availability of funds, as follows:

Base Period Material, Travel and ODC ceiling is set at \$114,615.87.

Option Period Material, Travel and ODC ceiling is set at \$118,067.90.

## B.5 Additional CLINs

B.5.1 The creation of additional CLINs may become necessary when a peculiar situation arises or special funds need to be isolated from other funds in a particular CLIN. By mutual consent, existing rates shall be used; but in those instances where a rate is not applicable, the contractor will prepare a cost proposal/estimate for the effort. Hours and days will be drawn from the options, identified above.

\*\*\* END OF NARRATIVE B0001 \*\*\*

CONTINUATION SHEET

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MPCV ENGINEER SVC				
0001AA	<p><u>ENGINEERING SERVICES - BASE PERIOD</u></p> <p>GENERIC NAME DESCRIPTION: MPCV ENGINEER SVC                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: P126M0762T PRON AMD: 01 ACRN: AA</p> <p>System Technical Support for Mine Protected Clearance Vehicle (MPCV) Buffalo A2 systems.</p> <p>For hours under the Base Period (ref. para. B.3.1), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C, at the following hourly labor rates:                      Base Period Cost \$139,586.53                      Fixed Fee \$ 20,311.35                      -----                      Total CPFF \$159,897.88</p> <p>* Cost including Facilities Capital Cost of Money (FCCM).</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 24-OCT-2014</p> <p>\$ 159,897.88</p>	1	LO		\$ 159,897.88
0001AB	<p><u>ENGINEERING SERVICES - OPTION PERIOD</u></p> <p>GENERIC NAME DESCRIPTION: SENIOR ENGINEER                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee</p> <p>System Technical Support for Mine Protected Clearance Vehicle (MPCV) Buffalo A2 systems.</p> <p>For hours under the Option Period (ref. para. B.3.2), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C, at the following hourly labor rates:</p>	1	LO		\$ 164,689.40



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0021 MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002AB	<p><u>MATERIAL, TRAVEL AND ODC - OPTION PERIOD</u></p> <p>GENERIC NAME DESCRIPTION: MATERIAL, TRAVEL AND ODC                      CLIN CONTRACT TYPE:                      Cost No Fee</p> <p>System Technical Support for Mine Protected Clearance Vehicle (MPCV) Buffalo A2 systems.</p> <p>A Material, Travel and ODC ceiling, for the Option Period, is established at \$118,067.90 and may be exercised, subject to the availability of funds. Cost, no fee.</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO		\$ 118,067.90
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	AS REQUIRED												
0003	<p>MANPOWER REPORTING</p>													
0003AA	<p><u>MANPOWER REPORTING - BASE PERIOD</u></p> <p>GENERIC NAME DESCRIPTION: MANPOWER REPORTING</p> <p>System Technical Support for Mine Protected Clearance Vehicle (MPCV) Buffalo A2 systems.</p> <p>Manpower Reporting Requirements to Account for Contract Services.</p> <p>Report all contractor manpower required for performance of this contract at the web address <a href="http://contractormanpower.army.pentagon.mil">http://contractormanpower.army.pentagon.mil</a>. The Contracting Officer's Representative (COR) will certify invoices for payment under this task order.</p> <p>CLIN 0003AA applies to all Base Year Labor CLINs.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>	1	LO		\$ ** NSP **									





**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013

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]

SCOPE OF WORK

C.1 General

The Contractor, as an independent Contractor, and not as an agent of the Government, shall provide Systems Technical Support (STS) for the Mine Protected Clearance Vehicle Buffalo A2 systems delivered under the production contract W56HZV-08-C-0028.

C.2 Management and Administration:

C.2.1 Weekly Meetings: The Contractor shall participate in one (1), one (1) hour weekly meeting via teleconference or video conference where LEAD and PM Assured Mobility Systems (AMS) representatives will discuss contract progress and contract related issues.

C.2.2 Monthly Reporting: The Contractor shall submit monthly Project Status Reports electronically, using PowerPoint for the duration of this effort in accordance with CDRL A001. The project status reports shall summarize work completed to date on the contract with specific reference to the contract tasks completed and any significant accomplishments, problems or delays. The status reports shall also report total costs incurred to date, with specific reference to the costs incurred since the last status report. The Contractor shall present the project status report (in PowerPoint format) via teleconference, scheduled monthly, at a mutually agreeable time by the COR and Contractor.

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C.2.3 Travel: If travel is appropriate, prior approval must be granted and the Contractor shall use the lowest available accommodations during normal business hours. The Contractor shall provide a written certification, no later than fourteen (14) days prior to travel. This certification will include the number of people traveling, the costs associated with the trip and the location of the trip. Reimbursement for lodging and incidental expenses will be considered reasonable and allowable to the extent that costs do not exceed the rates allowed by the Joint Travel Regulation. In performing work under this contract on a Government installation, the Contractor shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract.

C.2.4 Communication: The contractor shall communicate through e-mail, telephone, and face to face meetings on an as needed basis with PM AMS and LEAD personnel on technical and programmatic topics related to the Buffalo A2. If the Contractor cannot address Government concerns through e-mail and telephone, a face to face meeting will be held (Reference C.2.5). The Contractor shall receive, respond to, and track Government requests for information, investigation and analysis. The contractor shall provide a response immediately to all questions related to this contract. In situations where an immediate response is not available the contractor shall notify the Government when a response will be available no later than 8 working hours from request. The Contractor shall operate a closed-loop reporting system for such requests to ensure a complete and timely response. The Contractor shall fully coordinate each response and address the impact on the system. Questions may relate to engineering, logistics, reliability, maintainability, quality, safety, human-factors, production and historical background.

C.2.5 Accessibility: The contractor shall be available for the period of performance. The hours of operation will be followed except for Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor is not required to perform services on these days:

New Years Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

C.2.6 Contracting Officer Representative (COR): The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the Contracting Officer to perform specific technical functions. The Contracting Officer will designate a Contracting Officers Representative (COR) for this contract prior to contract award. The Contractor shall receive a copy of the COR appointment letter after contract award that will specify the extent of the CORs authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract.

C.2.7 The Contractor shall comply with the terms of this Scope of Work in strict accordance with applicable local policies (installation/command), documents and policies, Department of Defense (DoD) Regulations and all updates/changes to this Scope of Work during the performance period. The Contractor shall immediately bring to the attention of the Contracting Officer, for final resolution, any conflict between compliance with the work, policies, rules and regulations cited in this contract.

C.2.8 The Contractor shall be responsible for the administration, operation and conduct of all persons they employ to provide services under this contract to include: arranging for travel and obtaining installation and facility clearances with the assistance of the Government when necessary.

C.2.9 During performance of the contract the contractor shall, perform the following:

C.2.9.1 The Contractor shall manage and control the resources necessary to ensure timely achievement of all the requirements of the contract in a manner that is both the most economical and beneficial to the Government. Management and control of subcontractor performance, if applicable, is implicitly part of this requirement.

C.2.10 Reports and Data

C.2.10.1 Contract Data Requirements List (CDRL): Except for those items that specifically require hard copy submission, all data specified in this Contract shall be provided to the Government electronically. A Contract Data Requirements List (CDRL) Data Item number has been established for each data deliverable and such data items shall be prepared and submitted in accordance with the CDRL to be set forth in Exhibit A of the contract.

C.2.10.2 The Contractor shall prepare technical data in the format and scope specified in the applicable Data Item Descriptions (DIDs) (DD Form 1664) included in Exhibit A. This information shall be furnished in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (CDRL) (DD Form 1423) also in Exhibit A. Data shall be submitted in an electronic format compatible with Microsoft programs (such as Word, Access, Excel, Power Point, etc.) in contractor format unless otherwise specified in the contract. All data deliverables required under this contract that are updates to previously existing documents shall have change bars in the margin where revisions or updates were made by the contractor.

C.2.10.2.1 Digital documents of standard DIDs called for under this contract can be ordered by going to the Acquisition Streamlining

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and Standardization Information System (ASSIST) at <http://assist.daps.dla.mil/online/start/>.

C.2.10.2.2 Although a DID for this effort may make reference to a military standard or specification, that standard or specification is to be used by the contractor for guidance only in accordance with current Army policy. All reports are to be submitted in contractor format at the frequency described for each report.

C.2.10.3 Monthly Cost Reports: The Contractor shall submit a Monthly Financial Report. The report shall include but is not limited to the following categories: Period of Performance of reported data, total CLIN value, total CLIN hours and total subcontractor dollars where applicable. Within each category cited the following shall be reported: percent of CLIN expended, actuals reported during the report period and cumulative actuals expended. The Monthly Cost Reports shall be submitted no later than the 25th calendar day of the month following the report period. See applicable requirements of CDRL Data Item A002.

C.2.10.4 The Contractor may be required to have access to certain Government systems. Prior to receiving access, the Contractor must ensure that the personnel assigned to these tasks have been cleared to have such access through a Government security investigation. The investigation must be completed prior to the assignment of individual(s) to the sensitive duty associated with these positions. Foreign nationals will not be granted authorization. Contractor access to the Government systems will be revoked if actions of the personnel assigned to these tasks are found to be clearly in conflict with the interests of the Government.

C.3 Technical Support:

C.3.1 Engineering/Integrated Logistics Support: The contractor shall ensure that the contractor personnel assigned to the Reset and Recap effort have full access to the Buffalo A2 technical information related to topics including, drawings, materials, tolerances, part numbers, part descriptions, part/component identification, research configuration issues, sub-contractor information, installation instructions/guidance, maintenance instructions, procurement information, safety information, engineering change proposal details, weld procedures, welding fixturing/templates, and other technical and program information and that this information is made available for use on this program in accordance with the terms of the contract and other applicable/governing documents. The Contractor shall provide Subject Matter Experts (SME) and general assistance to include engineering support, shipping, testing, logistics engineering and program management.

C.3.1.1 Record Retrieval: The Contractor shall prepare and maintain engineering drawings and models, specifications and other technical data comprising the configuration baseline for the Buffalo A2 vehicle systems delivered under the production contract. The contractor shall extract from their configuration files for the Government: the vehicle specific data, Engineering Change Proposal (ECP) history, Manufacturing Bill of Material (MBOM), Engineering Bill of Material (EBOM), Field Service Representative (FSR) reports/maintenance records, and Technical Data Package (TDP), by utilizing the LEAD provided VIN or Hull Number.

C.3.1.2 Data Analysis: The contractor shall assist LEAD in assessing the retrieved data to understand the as built/as returned state of each of the vehicles and provide a recommendation as to which ECPs should be incorporated into the Buffalo A2 vehicle based on LEADS vehicle end state description. This analysis support shall include applicable engineering and manufacturing support.

C.3.1.3. IUID Support: The contractor shall work with LEAD on developing a plan to update the IUID registry related to the Buffalo A2 and the subsystems thereof.

C.3.2 Configuration Management

C.3.2.1 The Contractor shall perform or use scientific and engineering investigations to ensure compatibility of all physical, functional, software, human and technical program interfaces with the established design and definition and configuration management impacts of the MPCV Buffalo A2 vehicle systems.

C.3.2.2 The Contractor shall perform Configuration Management Engineering to support the Government with information related to all Buffalo A2 production vehicle build configurations. The Contractor will provide MBOM, EBOM, and IBOM information as requested for all Buffalo A2 production vehicles.

C.3.2.3 The Contractor shall ensure the Government has the most current real time, up to date set of data and information as it relates to the Technical Data Package (TDP), Initial Bill of Materials (IBOM), Configuration baselines, Configuration Status Accounting information, engineering studies, engineering reports, engineering specifications, engineering standards, maintenance and repair or training manuals.

C.3.2.4 Validation of LEADS Bill of Material (BOM): The contractor shall aid in validating the LEAD BOM for the Buffalo A2 Reset and Recap vehicles. The validation of LEADS BOM will include ensuring NSN, Part Numbers, revisions and quantities are correct.

C.3.3 Production Support

C.3.3.1 Engineering Service Representative (ESR): The contractor shall provide ESRs to the Government to support the Buffalo A2 Reset and Recap program. The ESRs shall provide assistance to the LEAD engineers and production specialists on engineering tasks for this contract. The ESR provided shall solve engineering related problems and advise and make recommendations to LEAD and other Government

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engineers or production specialists. The ESR shall have access to Buffalo A2 related engineering and other technical drawings and be able to provide government access to those drawings as it relates to the Buffalo A2 Reset and Recap program.

C.3.3.1.1 Notice: The Government will provide 48 hours notice for the need of, no more than, two (2) ESRs for engineering support.

C.3.3.1.2 Engineering Service Representative Report: Each ESR shall prepare and deliver via e-mail a report within 10 working days following each assignment covering his activities or weekly for assignments taking longer than a week in accordance with CDRL A004.

C.3.3.2 Onsite Support: The Contractor shall support the Buffalo A2 Reset and Recap at LEAD as required. The Contractor shall provide onsite technical troubleshooting when required. The Government will request onsite support from the Contractor no later than fourteen (14) days before support is needed.

C.3.3.3 Contractor Field Service Representatives (FSRs) Support and Services: The Contractor shall establish a Field Service Representative program to support the requirements under this contract. The Contractor shall provide all administrative support and site supervision for the MPCV Buffalo A2 vehicle systems. The Contractor shall provide all the necessary personnel, equipment, tools materials, supervision and other items and services necessary to maintain and support all Buffalo A2 vehicle systems operations. The Contractor shall provide FSR representatives to provide technical assistance as required and shall advise, make recommendations, provide operational guidance to Government personnel with respect to operations and maintenance for the Buffalo A2 vehicle systems. The FSRs shall advise Government personnel in regards to the Buffalo A2 vehicle systems. The Contractor shall make available any and all information necessary to obtain a security clearance to the degree required by the installation or area in which services are to be performed.

C.3.3.3.1 Notice: The Government will provide 48 hours notice for the need of, no more than, 2 FSRs for Buffalo A2 vehicle systems support.

C.3.3.3.2 Field Service Representative Report: Each FSR shall prepare and deliver via e-mail a report within 10 working days following each assignment covering his activities or weekly for assignments taking longer than a week in accordance with CDRL A004.

C.3.3.4 In performing work under this contract on a Government installation, the Contractor FSR shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required. Specifically the Contractor FSR shall:

- a. Observe all rules and regulations issued by the installation's Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, and conduct.
- b. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and Contractor personnel connected in any way with performance under this contract.
- c. Take such additional immediate precautions as the Contracting Officer or Contracting Officer's Representative (COR) may reasonably require for safety and accident prevention purposes.

C.3.3.4.1 Contractor Technical Assistance: The Contractor shall provide ESR(s)/FSR(s) who are thoroughly experienced and qualified to advise and make recommendations to orient and instruct key Government personnel with respect to operation, maintenance, repair and contractor parts supply for the Buffalo A2 vehicles.

a. Personal Data: The Contractor shall make available personal data related to the ESR(s)/FSR(s) as requested by the Government's installation or area in which services are to be performed in order to obtain security clearance. The Government approval shall be limited to granting or denying security clearance for the person(s) named.

b. Labor Hours: The number of labor hours of support to be furnished will conform to our requirements and payment will be only for actual services provided. The labor hourly rate shall include local transportation in commuting to a base or job site, whenever such costs have been incurred by the individual as a result of an assignment where we do not or cannot make available quarters and messing facilities at the installation where the services are being performed or provide Government transportation, meals and lodging. Contractor invoices for reimbursement for service and/or transportation shall carry certification of the actual labor hour services performed and transportation costs incurred. The Contractor shall forward these invoices and certifications to the Administrative Contracting Officer and/or Contracting Officers Representative for verification of costs and payment. The Contractors invoices shall include travel changes and have attached all receipts for costs which you are seeking reimbursement. The Contractor shall assure all transportation of personnel under this provision is accomplished by the most economical means available consistent with providing timely ESR/FSR services. Instructions and established itineraries will be provided as necessary. The labor hour rate shall not to exceed the Joint Travel Regulation.

C.3.4 Provisioning TDP, Engineering and Documentation Support

C.3.4.1 The Contractor shall identify provisioning and other procurement data (i.e nonprovisioned parts, GDLS-FP parts) to be submitted for Government screening. Provisioning and other procurement data is used to identify existing National Stock Numbers (NSNs) for an item and validate currency of an NSN. The Contractor shall ensure that documentation includes drawing support for each P coded item (Items requiring an NSN), unless accompanied by a copy of the procurement screening documentation.

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C.3.4.1.2 The Contractor shall provide the information in C.3.4.1 to the Government to support Technical Manual Revisions in the Provisioning Parts List in accordance with CDRL A003. The Government will use the changes identified to update the existing Technical Manuals for the Buffalo A2 vehicle systems.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-2	(52.246-4009) (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

	<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.1 Period of Performance

The period of performance for the base period is one year from the date of contract award (unless and until an option has been exercised).

(a) In no event shall the Contractor continue performance beyond the performance period unless or until the option hours are exercised, and

(b) In no event shall the Contractor continue performance beyond the amounts of any CLINs (Contract Line Item Numbers).

\*\*\* END OF NARRATIVE F0001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>GFEB</u> <u>ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN		OBLIGATED <u>AMOUNT</u>
0001AA	PI26M0762T	2	A.0010956.1.1.1.2.4	AA	\$	159,897.88
0002AA	PI26M0762T	2	A.0010956.1.1.1.2.4	AA	\$	114,615.87
					TOTAL	\$ 274,513.75

ACRN	<u>ACCOUNTING CLASSIFICATION</u>					OBLIGATED <u>AMOUNT</u>
AA	021	201220142035	A5XDV D02903ARF02	3101 L034864351	A.0010956.1.1.1.2.4	021001 \$ 274,513.75
					TOTAL	\$ 274,513.75

LINE	ACRN	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>				OBLIGATED <u>AMOUNT</u>
0001AA	AA	021	201220142035	A5XDV D02903ARF02	3101 L034864351 A.0010956.1.1.1.2.4	021001
0002AA	AA	021	201220142035	A5XDV D02903ARF02	3101 L034864351 A.0010956.1.1.1.2.4	021001

Regulatory Cite	Title	Date
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G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(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).

2in1

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

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by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in 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	HQ0338
Issue By DoDAAC	W56HZV
Admin DoDAAC	S1103A
Inspect By DoDAAC	S1103A
Ship To Code	See 52.232-4087 in Section G
Ship From Code	See 52.232-4087 in Section G
Mark For Code	See 52.232-4087 in Section G
Service Approver (DoDAAC)	See 52.232-4087 in Section G
Service Acceptor (DoDAAC)	See 52.232-4087 in Section G
Accept at Other DoDAAC	See 52.232-4087 in Section G
LPO DoDAAC	See 52.232-4087 in Section G
DCAA Auditor DoDAAC	See 52.232-4087 in Section G
Other DoDAAC(s)	See 52.232-4087 in Section G

(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.

N/A

(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.

See 52.232-4087 in Section G

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

(End of clause)

G-2

52.242-4016

COMMUNICATIONS

FEB/2013

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

Name: Charles Bartos  
E-mail: Charles.Bartos.civ@mail.mil

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

ACO: Clara Davis  
E-mail: Clara.Davis@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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G-3

52.232-4087

PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)

AUG/2012

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[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](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](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

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## SECTION I - CONTRACT CLAUSES

	<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	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2013
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-15	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-18	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.216-8	FIXED FEE	JUN/2011
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-24	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN/2013
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-35	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-36	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-37	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-39	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-41	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-43	52.232-17	INTEREST	OCT/2010
I-44	52.232-20	LIMITATION OF COST	APR/1984
I-45	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-46	52.232-25	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)	FEB/2002
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-51	52.236-13	ACCIDENT PREVENTION	NOV/1991
I-52	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-53	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-56	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-57	52.246-23	LIMITATION OF LIABILITY	FEB/1997

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-58	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-59	52.248-1	VALUE ENGINEERING	OCT/2010
I-60	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-61	52.249-14	EXCUSABLE DELAYS	APR/1984
I-62	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-63	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-64	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-65	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-66	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-67	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-70	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-71	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-72	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-73	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-74	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-75	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-76	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-77	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-78	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAY/2013
I-79	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-80	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-81	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-82	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-83	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-84	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-85	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-86	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-87	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-88	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-89	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-90	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-91	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-92	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-93	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-94	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-95	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-96	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-97	252.246-7001	WARRANTY OF DATA	DEC/1991
I-98	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-99	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-100	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

## (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.

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(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.

(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.

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(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:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
  - (B) General Organizational information and Executive compensation for the five most highly compensated executives. 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.

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(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 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.

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(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)

I-101            52.217-8            OPTION TO EXTEND SERVICES            NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 12 months.

(End of Clause)

I-102            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.

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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.

(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

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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-103            52.217-4001            SEPARATELY PRICED OPTION FOR INCREASED QUANTITY            FEB/2007  
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event no later than 30 days before the contract is set to expire. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-104            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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 30 of 31</b>
	PIIN/SIIN W56HZV-14-C-0021 MOD/AMD	

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

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-105            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 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-106            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-107            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)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 31 of 31**

**PIIN/SIIN** W56HZV-14-C-0021

**MOD/AMD**

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS -FORCE PROTECTION INC

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	CONTRACTS DATA REQUIREMENTS LIST (CDRLS)	18-DEC-2012	004	DATA

CONTRACT DATA REQUIREMENTS LIST Form Approval 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.: 0004
  - B. EXHIBIT: A
  - C. CATEGORY:
  - D. SYSTEM/ITEM: Mine Protected Clearance Vehicle (MPCV) Buffalo A2
  - E. CONTRACT/PR NO.: W56HZV-14-C-0021
  - F. CONTRACTOR: GDLS-FP

- 
- 1. DATA ITEM NO. A001
  - 2. TITLE OF DATA ITEM: Project Status Report
  - 3. SUBTITLE:
  - 4. AUTHORITY: DI-ALSS-81529
  - 5. CONTRACT REFERENCE: C.2.2
  - 6. REQUIRING OFFICE: SFAE-CSS-MR-A
  - 7. DD 250 REQ: LT
  - 8. APP CODE:
  - 9. DIST. STATEMENT REQUIRED: C
  - 10. FREQUENCY: MONTHLY
  - 11. AS OF DATE: N/A
  - 12. DATE OF FIRST SUBMISSION: See Blk. 16
  - 13. DATE OF SUBS. SUB: See Blk. 16

---

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	FINAL
Thomas Banks,	E-mail: Thomas.a.banks.civ@mail.mil		1
Debra Drummond, Contract Specialist,	E-mail: debra.s.drummond.civ@mail.mil	1	
James Stephens, SA Manager	E-Mail: james.d.stephens.civ@mail.mil	1	

15. TOTAL: 3

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16. REMARKS: BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to PM MRAP. WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

The contractor shall provide monthly status reports and review meetings. The monthly status reports shall be submitted on the last Friday of each month. The status reports shall summarize work completed to date on the contract with specific reference to the support completed, status of on-going support, support completed during the reporting time period and any significant accomplishments, problems or delays. The contractor shall provide contract review meetings minutes for all of the government attended meetings. The status reports will also report total costs incurred to date, with specific reference to the costs incurred since the last status report.

BLK 12 - The Contractor shall conduct project status reviews at its facility with the initial review no later than 60 after award of contract.

BLK 14 - Submission shall be via electronic mail (e-mail). The submission shall be prepared and delivered in current Microsoft Office software suite using the contractors format.

G. PREPARED BY: DFelio

I. APPROVED BY:

H. DATE: 23 Sep 2008 J. DATE:

CONTRACT DATA REQUIREMENT LIST

Form Approval 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: 0004  
B: EXHIBIT: A002  
C: CATEGORY:  
D: SYSTEM/ITEM: Mine Protected Clearance Vehicle (MPCV) Buffalo A2  
E: CONTRACT/PR NO: W56HZV-14-C-0021  
F: CONTRACTOR: GDLS-FP

1. DATA ITEM NO. ... A002
2. TITLE OF DATA ITEM.: Performance and Cost Reports
3. SUBTITLE ..... : Monthly Financial Reports
4. AUTHORITY ..... : DI-FNCL-80912
5. CONTRACT REFERENCE: C.2.10.3
6. REQUIRING OFFICE...: SFAE-CSS-MR-A
7. DD250 REQ.....: NO
8. APP CODE.....:
9. DIST. STATEMENT REQUIRED.: See Block 16
10. FREQUENCY.....: Monthly
11. AS OF DATE.....: See Block 16
12. DATE OF FIRST SUB.: 30 DAC
13. DATE OF SUBS. SUB.: See Block

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Thomas Banks,	E-mail: Thomas.a.banks.civ@mail.mil	1
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James Stephens, SA Manager	E-Mail: james.d.stephens.civ@mail.mil	1
	TOTAL:	3

16. REMARKS:

a. Contractor shall provide monthly written financial reports. First report due 30 days after award of the contract.

b. The financial reports shall report all total costs incurred to date, list of parts ordered, with specific reference to the cost incurred since the last performance and cost report. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-FNCL-80912, "Performance and Cost Reports." The COR is responsible for accepting or rejecting the Financial Reports See DID DI-FNCL-80912, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0001/49/93/DI80912.PD6>

If this link does now work, go to: [http://assist.daps.dla.mil/quicksearch/fsc\\_quicksearch.cfm](http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm) and insert the authority reference in item 4 above in the Document ID box and submit.

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

(1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. 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 e-mail 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 calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.  
(b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 3 1/2 inch disk, or 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. Any compressed files must be self-extracting, and you must provide appropriate instructions. 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) 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and CD ROM.

\* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE :

CONTRACT DATA REQUIREMENTS LIST

FORM APPROVAL OMB NO. 0704-0188

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A. CONTRACT LINE ITEM NO. 0004  
B. EXHIBIT: A003  
C. CATEGORY: LOGISTICS  
D. SYSTEM/ITEM: Mine Protected Clearance Vehicle (MPCV) Buffalo A2  
E. CONTRACT/PR NO.: W56HZV-14-C-0021  
F. CONTRACTOR: GDLS-FP

1. DATA ITEM NO. A003  
2. TITLE OF DATA ITEM: MANAGEMENT INFORMATION (LMI) DATA PRODUCTS  
3. SUBTITLE: PROVISIONING PARTS LIST (PPL)  
4. AUTHORITY: DI-ILSS-81529  
5. CONTRACT REFERENCE: C.3.4.1.2  
6. REQUIRING OFFICE: AMSTA-LC-GMA  
7. DD250 REQ: WAWF  
8. APP CODE: A  
9. DIST. STATEMENT REQUIRED: A  
10. FREQUENCY: AS REQ  
11. AS OF DATE: SEE BLOCK 16  
12. DATE OF FIRST SUB: SEE BLOCK 16  
13. DATE OF SUBS: SUBMISSION BLOCK 16

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James Stephens, SA Manager E-Mail: james.d.stephens.civ@mail.mil

1

1

1

TOTAL: 3

16. REMARKS:

THE PROVISIONING PARTS LIST (PPL) SUBMITTAL MUST BE ACCOMPANIED WITH SUPPORTING ENGINEERING DATA FOR PROVISIONING (EDFP) THAT MATCHES THE PPL SUBMITTED. THE CONTRACTOR WILL ALSO INCLUDE NONPROVISIONED PARTS AS WELL AS FPII PARTS IN THIS LIST. THE GOVERNMENT WILL PROVIDE COMMENTS ON THE SUBMITTAL WITHIN 30 DAYS OF RECEIPT. GOVERNMENT RECEIPT OF DOCUMENTATION DOES NOT CONSTITUTE ACCEPTANCE. THE GOVERNMENT WILL PROVIDE NOTICE OF ACCEPTANCE FOR DOCUMENTATION THROUGH THE PCO TO CONTRACTOR WITHIN THE ESTABLISHED TIME FRAME.

CONTRACT DATA REQUIREMENTS LIST FORM APPROVAL OMB NO. 0704-0188  
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- A. CONTRACT LINE ITEM NO.: 0004
- B. EXHIBIT: A004
- C. CATEGORY: LOGISTICS
- D. SYSTEM/ITEM: Mine Protected Clearance Vehicle (MPCV) Buffalo A2
- E. CONTRACT/PR NO.: W56HZV-14-C-0021
- F. CONTRACTOR: GDLS-FP

- 1. DATA ITEM NO. A004
- 2. TITLE OF DATA ITEM: Technical Reports
- 3. SUBTITLE: Engineering/Field Service Representative Weekly Report
- 4. AUTHORITY: DI-MISC-80711A
- 5. CONTRACT REFERENCE: C.3.3.1.2, C.3.3.3.2
- 6. REQUIRING OFFICE: AMSTA-LC-GMA
- 7. DD250 REQ: WAWF
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED:
- 10. FREQUENCY: SEE BLK 16
- 11. AS OF DATE:
- 12. DATE OF FIRST SUB:
- 13. DATE OF SUBS. SUB: SEE BLK 16

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Debra Drummond, Contract Specialist,	E-mail: debra.s.drummond.civ@mail.mil	1
James Stephens, SA Manager	E-Mail: james.d.stephens.civ@mail.mil	1

TOTAL: 3

16. REMARKS:

The contractor shall submit an ESR/FSR Weekly Report via e-mail within 10 working days following each assignment covering his activities or weekly for assignments taking longer than a week. The report shall document all maintenance, supply, training and technical activities during the reporting period. Deficiencies, concerns and recommendations shall also be addressed. Contractor's format is acceptable. Allow 15 days for Government review and comment.