

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 50	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-C-0067		3. Effective Date 2014JUN24	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND DANIEL RIDDOCK WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA LATHROP P O BOX 232 700 EAST ROTH ROAD, BLDG 330 (LATHROP, CA) FRENCH CAMP CA 95231-0232		Code S0507A	

e-mail address: DANIEL.J.RIDDOCK.CIV@MAIL.MIL

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BAE SYSTEMS LAND & ARMAMENTS, L.P. 1205 COLEMAN AVE SANTA CLARA, CA 95050-2619		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code 80212		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Facility Code		Item 12	
		To The Address Shown In:	

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$520,282.00

16. Table Of Contents							
(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer DOREEN J. COSTA DOREEN.J.COSTA.CIV@MAIL.MIL (586)282-7076	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2014JUN24
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DANIEL RIDDOCK
 Buyer Office Symbol/Telephone Number: CCTA-AHLA/(586)282-8388
 Type of Contract: Cost Plus Fixed Fee
 Kind of Contract: Service Contracts
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

Contract Award:

As a result of Solicitation W56HZV-13-R-0288 and subsequent negotiations, contract W56HZV-14-C-0067 is hereby awarded to BAE Systems Land & Armaments L.P. for the acquisition of Systems Technical Support (STS) services to support Network Integration Exercise (NIE). STS services consist of: services to support the Bradley Family of Vehicles (FOV), M113 FOV, M88 FOV, Paladin, FAASV, Multiple Launch Rocket System (MLRS) Carrier, and Paladin Integrated Management (PIM) combat platforms for NIE. Contract W56HZV-14-C-0067 is a Cost Plus Fixed Fee (CPFF), Level of Effort (LOE) contract. The Government may exercise a maximum of 38,400 manhours in the two and a half (2 1/2) year ordering period. The total number of hours cannot exceed 38,400 under this contract.

Discrete work directives will be issued under this contract to accomplish specific work efforts that fall within the work statement described in this contract and signed by the Contracting Officer. Each work directive shall identify the CLIN(s) and sub-CLIN(s) it can be charged against, and in no instance will a work directive be billed against any other CLIN or sub-CLIN. See Section B.4 for the rate schedule.

The ordering period to issue work directives against the contract will be effective from date of award until 31 Dec 2016. The period of performance for individual work directives may go beyond the ordering period expiration (31 Dec 2016). Each work directive will include the completion date.

Work Directive Award:

1. In tandem with the award of contract W56HZV-14-C-0067, the Government is awarding the initial Work Directive NIE-151-000 Rev 0. This WD authorizes 2,017 LOE hours at a total estimated cost plus fixed fee of \$520,282. These LOE hours are for NIE, technical consultation during installation and integration, condition assessment, and Safety Release support. These LOE hours are awarded against the CLIN and Work Directive below:

- a. CLIN: 0001
- SubCLIN: 0001AA
- WD: NIE-151-000 Rev 0

	Prior	This Change	Total
Hours	0	2,017	2,017
Labor Cost	\$ 0	\$ 225,484	\$ 225,484
Materials/ODC's (w/G&A)	\$ 0	\$ 251,850	\$ 251,850
Material/ODC's FCCM	\$ 0	\$ 25	\$ 25
Total Cost	\$ 0	\$ 477,359	\$ 477,359
Labor Fee	\$ 0	\$ 20,256	\$ 20,256
Material/ODC's Fee	\$ 0	\$ 22,667	\$ 22,667
Total Fee	\$ 0	\$ 42,923	\$ 42,923
Total CPFF	\$ 0	\$ 520,282	\$ 520,282

The Department of Labor (DOL) Wage Determination No. 99-0316 Revision No. 37 dated 26 Novemebr 2013 is applicable to the above Work Directive for both White Sands Missile Range, NM and Fort Bliss, TX, for non-exempt employees covered under the Service Contract Act. The Wage Determination is incorporated into the contract by Attachment 0006.

2. The total contract amount set forth below:

	Prior	This Change	Total
Estimated Cost (including ODCs)	\$ 0.00	\$ 477,359	\$ 477,359
Fixed Fee	\$ 0.00	\$ 42,923	\$ 42,923
Cost Plus Fixed Fee (including ODCs)	\$ 0.00	\$ 520,282	\$ 520,282

*** END OF NARRATIVE A0001 ***

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	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]

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SPT TO NIE 15.1 START OF WORK: Date of contract award COMPLETION DATE: 31 MAR 2015 LEVEL OF EFFORT: 2,017 Hours Breakdown: Funding SubCLIN: 0001AA Base Contract Award: NIE-151-000 Revision 0 WD: NIE-151-000 Rev 0 obligates \$520,282 Hours: 2,017 Estimated Labor Cost: \$ 225,484 Materials/ODCs: \$ 251,850 Materials/ODCs FCCM: \$ 25 Total Cost: \$ 477,359 Labor Fee: \$ 20,256 Materials/ODCs Fee: \$ 22,667 Total Fee: \$ 42,923 CPFF: \$ 520,282 (End of narrative B002)				
0001AA	<u>BAE SPT TO NIE 15.1</u> SERVICE REQUESTED: SPT TO NIE 15.1 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: BU4NIE16BU PRON AMD: 02 ACRN: AA PSC: 2350 Estimated Cost, Fixed Fee, and not to Exceed breakdown under this SubCLIN are for administrative purposes and does not govern the Work Directive Cost and Fixed Fee. Refer to CLIN narrative for Estimated Cost and Fixed Fee totals. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u>	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 477,359.00 \$ 42,923.00 \$ 520,282.00

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DLVR SCH <u>REL CD</u> 001 QUANTITY 1 \$ 520,282.00				
	PERF COMPL <u>DATE</u> 31-MAR-2015				

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MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.**B.1 ESTIMATED COST, FIXED FEE AND PAYMENT**

B.1.1 The estimated cost for the performance of work under this contract is established in Section B at the four-digit Contract Line Item Number (CLIN). The estimated cost and fixed fee is based upon the contractor furnishing the maximum level of effort (LOE) hours specified at the four-digit CLIN level for the specified Period of Performance (PoP). The estimated cost at the Work Directive level (which might include funding under one or more subCLIN under the same CLIN) shall constitute the estimated cost for the purpose of the Contract Clause entitled Limitation of Cost, FAR 52.232-20, but neither the Government nor the contractor guarantee the accuracy of said estimates. The contractor shall notify the Government in accordance with the contract clause hereof entitled Limitation of Cost, whenever there is reason to believe that the funds allotted to this contract are either insufficient or excessive for the performance of the work required. Allowable cost shall be determined, and payment shall be In Accordance With (IAW) FAR clause 52.216-7.

B.2 FIXED FEE

B.2.1 The contractor shall be paid the total fixed fee stated in Section B opposite the CLIN exercised for the performance of work IAW the contract clause entitled FIXED FEE, FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor services in connection with the work required and performed under this contract. During the performance of the Work Directive and the associated CLIN, the Government shall make interim payments of Fixed Fee with each invoice submitted per FAR 52.216-7, Allowable Cost and Payment, in the same ratio as the Fixed Fee is the Estimated Cost for the CLIN. Interim Fixed Fee payments shall be subject to the withholding provisions. The fee is capped at \$622,414 based on the negotiated agreement.

B.3 WORK DIRECTIVES

B.3.1 Each Work Directive shall establish the Estimated Cost, Fixed Fee, and total CPFF for the associated CLIN through award of LOE hours. Prior to award of LOE hours, the contractor shall submit a basis of estimate (BOE) of the Estimated Cost for the Government evaluation of each Work Directive. The Estimated Cost shall consist of: 1) the estimated LOE hours and estimated cost using the Rate Schedule at B.4, the estimated Other Direct Costs (Material, Subcontracts, Travel, etc), fully burdened, with sufficient detail to allow evaluation.

B.3.2 The estimated ODC cost at the time of Work Directive award will have a fixed fee commensurate to the ratio of fixed fee on the negotiated hourly rates in the Rate Schedule.

B.3.3 Each work directive will be authorized through award of LOE hours and any ODCs. The contractor is not authorized to begin work until the Government Procuring Contracting Officer (PCO) has executed a contract modification.

B.3.4 In the event of a mutually agreed upon change in scope for a Work Directive, the LOE hours, labor cost, ODCs, and associated fee may be adjusted accordingly. The contractor shall not be entitled to additional fee as a result of a cost overrun. The estimated cost for ODCs are subject to downward adjustment in the event of a projected or actual underrun in ODCs used to reallocate into the authorization of new hours. Any unperformed labor hours options and its cost may also be reduced, along with associated fee. The rate schedule (See Section B.4) is for Work Directive estimating purposes only. Actual labor hours, labor costs, and ODC costs incurred in the performance of the Work Directive shall be recorded, reported, and invoiced in accordance with FAR 52.216-7, Allowable Cost and Payment. Fixed Fee will be invoiced in accordance with B.2 Fixed Fee.

B.4 RATE SCHEDULE

B.4.1 For LOE hours awarded, dollars will be obligated against the contract in accordance with the rate schedule set forth below:

B.4.2 The following fully burdened rates shall be used for establishing the estimated cost and labor fee for each Work Directive. Work Directives that have a period of performance over multiple years shall be estimated using rates from each appropriate year.

Base Year - Performance from date of base contract award through 31 December 2014:

	<u>Estimated Hourly Cost</u>	<u>Hourly Fixed Fee</u>	<u>Total Cost</u>
Program Support	\$ 164.10	\$ 14.74	\$ 178.84
Senior Engineering	\$ 163.39	\$ 14.66	\$ 178.05
Engineering	\$ 104.02	\$ 9.33	\$ 113.35
Offsite	\$ 73.56	\$ 6.62	\$ 80.18
Other	\$ 135.08	\$ 11.98	\$ 147.06

Performance from 1 January 2015 through 31 December 2015:

	<u>Estimated Hourly Cost</u>	<u>Hourly Fixed Fee</u>	<u>Total Cost</u>
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Program Support	\$ 165.32	\$ 14.85	\$ 180.17
Senior Engineering	\$ 170.51	\$ 15.30	\$ 185.81
Engineering	\$ 108.57	\$ 9.74	\$ 118.31
Offsite	\$ 82.00	\$ 7.38	\$ 89.38
Other	\$ 146.40	\$ 13.09	\$ 159.49

Performance from 1 January 2016 through 31 December 2016:

	<u>Estimated Hourly Cost</u>	<u>Hourly Fixed Fee</u>	<u>Total Cost</u>
Program Support	\$ 176.07	\$ 15.82	\$ 191.89
Senior Engineering	\$ 182.01	\$ 16.34	\$ 198.35
Engineering	\$ 115.89	\$ 10.40	\$ 126.29
Offsite	\$ 86.91	\$ 7.82	\$ 94.73
Other	\$ 158.01	\$ 14.16	\$ 172.17

*** END OF NARRATIVE B0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL

C.1.1 The contractor, as an independent contractor and not as an agent or employee of the Government, shall provide program management, logistics, engineering, and Field Service Representative (FSR) support for Army Network Integration Exercises (NIE) conducted for the following vehicle systems: Bradley Family of Vehicles (FOV), M113, M1068, M1064, M577, M88 FOV, M109 FOV, and M992.

C.2 BACKGROUND

C.2.1 The Network Integration Evaluation (NIE) Program is a bi-annual test and evaluation cycle in which the Army evaluates a varying number of Systems Under Test (SUT) and Systems Under Evaluation (SUE) from both Government and industry organizations to determine what potential new capability each system may provide in order to increase the overall capability and capacity of the Army tactical network. The NIE Program includes multiple phases per cycle to include Planning and Engineering, Design, Vehicle and System Integration, Communications Exercise (COMMEX) and Validation, Operational Assessment Test and Evaluation Event Support with 2/1 AD, and Vehicle De-Integration.

C.2.2 This contract shall provide for the design, integration, validation, test, evaluation, and de-integration of various Government Furnished Equipment (GFE), SUEs and SUTs into the Bradley Family of Vehicles (FOV), M113, M1068, M1064, M577, M88 FOV, M109 FOV, and M992 platforms, which will then be tested in an operational environment during the NIE. GFE, SUEs and SUTs will be identified for each exercise as defined in the Government Furnished Horse Blanket. Potential SUEs and SUTs will include radios (e.g. AN/VRC-114v1 & v2, AN/PRC-155 HMS-MP, Sidehat, SideFalcon and SideWinder Radios), Networking components (e.g. Cross-Domain Solutions, Tactical Data Routers) and Network Instrumentation. Additional SUEs and SUTs information will be identified and provided by the Government at Decision Point 2 (DP2) per the NIE Tier 1 Schedule (provided as Government Furnished Information (GFI)).

C.2.3 The contractor shall also provide Logistics, Vehicle Integration relevant Network Operations, Engineering and Integration, Configuration Management, and Quality Assurance, in accordance with statements and references provided within this document.

C.3 WORK DIRECTIVES

C.3.1 Work Directive (WD) Requirements - All work under this contract shall be completed in accordance with Work Directives authorized by the Procuring Contracting Officer (PCO). No work shall commence until the contractor has received a fully executed Work Directive. The contractor shall provide all necessary labor, materials, supplies, services, facilities, and equipment to perform the specific work and services required by individual Work Directives. Each proposed Work Directive will clearly and simply state the tasks that accomplish the requirement(s) with a cross reference(s) to Section C, but without merely reiterating the language in Section C. Each Work Directive will include the following information, as a minimum:

- a) Work Directive number (and Work Directive revision number, if applicable) and title.
- b) Reference to the applicable paragraph(s) in Section C.
- c) Objective of the Work Directive (and Work Directive revision, if applicable).
- d) Maximum number of hours authorized and material/ODC dollars needed to accomplish the work.
- e) Detailed description of work to be performed.
- f) Required completion date(s) / Period of performance.
- g) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed
- h) Identification of applicable contract number
- i) Identification of deliverables (to include reports, software, data, and prototype hardware) to the Government, as referenced by Contract Data Requirements List (CDRL).
- j) Security Requirements
- k) List of Government Furnished Material (GFM), GFE, GFI, and Government Furnished Property (GFP) provided for the Work Directive.
- l) Government Point of Contact (POC) and contractor POC
- m) PCOs signature

C.3.2 The contractor shall notify the Contracting Officer's Representative (COR) and the PCO immediately by telephone if the dates that the work must be performed or data to be delivered will not be met. The contractor shall follow-up this telephone call with a letter or email to the COR and PCO, detailing the reason(s) why the requirements will not be met and proposing corrective action.

C.3.3 As detailed by the Work Directives, the Government may provide to the contractor components, systems, vehicles, data, or other GFM, GFE or GFI for installation onto or into projects or programs for testing and evaluation for use as detailed by the Work Directives.

C.3.4 The contractor is not authorized to incur hours, labor costs, or Material/Other Direct Costs that exceed the estimate on each executed Work Directive without PCO approval. Any hours, labor costs, or Material/Other Direct Costs in excess of that authorized are incurred at the contractors risk and the Government has no obligation to accept or reimburse the cost of these additional hours, labor costs, or Material/Other Direct Costs incurred above that which was authorized. Anytime the contractor has reason to believe that the

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hours, labor costs, or Material/Other Direct Costs that it expects to incur in the performance of a Work Directive shall exceed the authorized hours, labor costs, or Material/Other Direct Costs on the Work Directive, the contractor shall notify the PCO in writing. Once the contractor reaches 100% of the hours or costs on any CLIN, all work on all Work Directives assigned to that CLIN must cease.

C.3.5 In accomplishing the effort under this contract, the contractor agrees that it shall not duplicate or otherwise provide efforts, present or future, required to be performed under any current or past contracts.

C.3.6 Access to Data - Upon request by the PCO or COR, the contractor shall provide access to records and data (e.g., hard copy and computer files, and all underlying data and files) generated under this contract to include reports, assessments, software programs, technical reports and analyses.

C.4 WORK DIRECTIVE TASKS

The scope of work set forth herein is intended to be general in nature and is representative of the types of effort that may be authorized by work directive.

C.4.1 MEETINGS

C.4.1.1 Contract Conference Call. For each work directive, a schedule for conference calls during the performance period shall be jointly established by the Government and contractor personnel to report on overall status and identify any issues related to specific Work Directive(s).

C.4.1.2 Other Meetings. The contractor shall attend, participate, arrange, and conduct meetings when required by individual Work Directives. The contractor shall be required to prepare agendas and meeting minutes for review and approval, as specified in the individual Work Directive(s) in accordance with CDRL A001.

C.4.2 PLANNING AND REPORTING

C.4.2.1 As defined by approved work directive, the contractor shall participate in NIE architecture planning, architecture refinements, and capturing unit NIE Modified Table of Organization and Equipment (MTOE) by providing Subject Matter Experts (SMEs) in the area of MTOE to support System of Systems Engineering & Integration (SOSE&I) and Program Management Armored Brigade Combat Team (PM ABCT). The Government will provide the horse blanket and Transport View to the contractor in accordance with Attachment 0005.

C.4.2.2 As defined by approved work directive, the contractor shall participate in the Data Point 2 Horse Blanket Lock Down by reviewing the Horse Blanket and providing recommendations on the integration design strategy and feasibility. The contractor shall assess vehicle impacts regarding hardware, software and firmware configurations and make recommendations, by participating in SUE and SUT informational meetings, reviewing white papers, and participating in Horse Blanket architecture meetings.

C.4.3 Deliverable Documentation

C.4.3.1 Performance and Cost Report (PCR)

C.4.3.1.1 The contractor shall provide the PCR in accordance with CDRL A002. The PCR shall include monthly and cumulative-to-date Budget, Performance, and Expenditures by Work Directive. This report shall be submitted electronically to the designated Government Point of Contact, PCO, and COR no later than the 12th business day of the following month. This report shall be in contractor format.

C.4.4 RECEIPT INSPECTION

C.4.4.1 The contractor shall perform onsite vehicle receipt inspection for the respective platforms that are being delivered by the unit for integration, in accordance with the NIE Tier 1 schedule, which will be provided separately to the contractor.

C.4.4.2 The contractor shall conduct a receipt inspection for each vehicle platform delivered to the Ft. Bliss Motor Pool for inspection, using a Government provided checklist, and shall record all discrepancies on a DA Form 2404 (Attachment 0002). The contractor shall document all discrepancies between the MTOE configuration and current state of the vehicle. The reports shall be delivered in accordance with CDRL A003.

C.5 ENGINEERING SERVICES

C.5.1 The contractor shall provide onsite engineering technical services related to design and integration of GFE, SUTs, SUEs, and instrumentation equipment on PM ABCT platforms.

C.5.2 The contractor shall develop the PM ABCT installation designs necessary to incorporate and integrate GFE, SUEs, SUTs and instrumentation equipment onto the PM ABCT platforms to be used in NIE. The contractor shall provide required guidance to the team on the installations of GFE, SUEs, and SUT.

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C.5.3 The contractors guidance and designs shall optimize component and system mounting locations and methods, electrical power sources, cabling, cable routing, antenna placement and any other subsystems and components needed for installation of GFE, SUEs and SUTs.

C.5.4 The contractor shall create and deliver a complete level II Technical Data Package (TDP) and installation instructions in accordance with CDRL A006. Basic components of this package shall include mounting Fabrication Drawings, custom Cable Fabrication Drawings, Wire Schematics (Electrical ICD) and Top down Diagrams.

C.5.5 The contractor shall maintain the level II TDP throughout the NIE, incorporating all approved Configuration Control Board (CCB) configuration changes.

C.5.6 The contractor shall coordinate with the Government New Equipment Training (NET) Team to obtain a training package for each specific SUE or SUT, and shall develop a delta teach training package that describes the soldier tasks necessary for operation of the vehicle with the GFE, SUEs and SUTs installed, in accordance with CDRL A004.

C.5.7 The contractor shall deliver a Safety Assessment Report (SAR) that captures each platform configuration, in accordance with CDRL A005.

C.5.8 The contractor shall provide onsite engineering technical services related to operation and performance of the vehicle as a result of SUT and SUE installations throughout Government testing. The contractor shall be on site at the following test facilities: Fort Bliss, White Sands Missile Range (WSMR), and any other location identified in a work directive for NIE, and shall respond to unplanned events and meetings. The USG will notify the contractor within 5 business days of any need to participate in an unplanned meeting at any site other than Ft. Bliss, WSMR, or any other location identified. The Contractor shall provide input into the SUT or SUE Training Support Packages developed by the prospective SUE and SUT Vendors.

C.5.9 The contractor shall analyze findings and provide optimal solutions to issues discovered during Electro Magnetic Interference, Electro Magnetic Compatibility, Electromagnetic Environmental Effects, Radiation hazard assessments.

C.6 VEHICLE INSTALLATION

C.6.1 The contractor shall provide onsite technical guidance to the System Integration Team on proper vehicle installation of GFE, SUTs, SUEs and instrumentation equipment during the Golden Vehicle and fleet builds. The Contractor shall work with the installation team to resolve any identified design issues.

C.6.2 The contractor shall identify any additional inspection requirements necessary and shall submit its suggested requirements for inclusion in the Government vehicle inspection checklists of installed GFE, SUE, SUT and instrumentation equipment operations.

C.6.3 The contractor shall conduct final vehicle inspections with the Government to ensure installation of GFE, SUEs, SUTs and instrumentation equipment is correct and systems are operational.

C.6.4 The contractor shall make recommendations on how to resolve any system integration failures found during the final inspection.

C.6.5 For installed and fielded equipment, where PM ABCT controls System of Systems configuration changes, the contractor shall address fielded equipment issues and work to resolve those issues with Government participation.

C.6.6 The contractor shall conduct training in accordance with the Training Support Package (TSP) and CDRL A004.

C.7 NIE EXERCISE SERVICES

C.7.1 The Contractor shall provide onsite technical services during the Validation Exercise (VALEX), Communication Exercise (COMMEX) and Field Exercise (FIELDEX) to resolve any vehicle specific integration and interface issues that may occur.

C.7.2 For installed and fielded equipment where PM ABCT controls System of System configuration changes, the contractor shall address fielded equipment issues and work to resolve those issues.

C.8 POST-EXERCISE SERVICES

C.8.1 The Contractor shall provide technical input into Government led After Action reviews and Trouble Ticket close outs, and shall provide recommendations on SUE and SUT viability based upon platform performance.

C.8.2 Using a Government provided checklist, the contractor shall monitor the removal of the SUT and SUE systems from each tested vehicle and the return of the platform to the legacy C4ISR baseline. The contractor shall report any discrepancies on DA 2404 (Attachment 0002) and provide the report in accordance with CDRL A003.

C.9 ENVIRONMENTAL COMPLIANCE

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C.9.1 Environmental Compliance

C.9.1.1 In the performance of this contract, the contractor shall comply with all Federal, State, and local environmental laws, regulations, and policies.

C.10 SECURITY

C.10.1 The contractor shall provide for the security of classified and unclassified information, data, and software generated for the program or provided to the program. The contractor shall adhere to the requirements of DD Form 254 (Section J, Attachment 0001) (Contract Security Classification Specification) for the protection of unclassified, Controlled Unclassified Information (CUI), and classified information. To preserve national security interest, the contractor shall ensure all aspects of the contract and work performed are evaluated for conformance with security procedures and standards. The contractor shall evaluate all products for security implications and prepare appropriate security documents and plans.

C.10.2 The highest classification associated with this contract is SECRET. The contractor shall comply with and provide security procedures and processes to satisfy the security requirements identified in Attachment 0001, DD Form 254.

*** END OF NARRATIVE C0001 ***

Regulatory Cite	Title	Date
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C-1	52.204-4600 TRUSTED ASSOCIATE SPONSORSHIP SYSTEM (TASS) PROGRAM	OCT/2013
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The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent* (TA), unless there are extenuating circumstances approved by the Contracting Officers Representative (COR) or Contracting Officer. *The COR will be the TA for this contract.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require logical access to a government computer network. This can be done by going to <http://www.us.army.mil> and register as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firms single point of contact for Trusted Associate Sponsorship System (TASS). If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoDs TASS. The contractors FSO or contractor employee shall submit requests for a CAC via email to the TASS Trusted Agent (TA) at richard.w.kreiner.civ@mail.mil before accessing the TASS website.

The government will establish a TASS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the TASS account and complete the CAC application (entering/editing contractor information as applicable) at <https://www.dmdc.osd.mil/tass/operator/consent?continueToUrl=%2Ftass%2Findex.jsp>.

The FSO or contractor employee will submit completed applications in TASS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractors applicant via email of one of the following:

- Approved*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<https://www.dmdc.osd.mil/rsl/> provides RAPIDS locations).
- Rejected*. Government in separate correspondence will provide reason(s) for rejection.
- Returned. Additional information, or correction to the application, required by the contractor employee.

*The contractor will maintain records of all approved and rejected applications.

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At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individuals contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC cannot be issued without evidence that a National Agency Check with Written Inquires (NACI) has at least been initiated by the FSO. TASS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on TASS are available on AKO at <https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at cacsupport@mail.mil or 866-738-3222.

(End of Clause)

C-2	52.209-4020	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	OCT/2013
	(TACOM)		

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

C-3	52.209-4022	iWATCH TRAINING	JUN/2012
	(TACOM)		

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 30 calendar days of new employees commencing performance, with the results reported to the COR no later than 90 calendar days after contract award.

(End of Clause)

C-4	52.204-4020	ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES	JUN/2012
	(TACOM)		

The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

C-5	52.204-4021	CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS	JUN/2012
	(TACOM)		

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All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

C-6 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) FEB/2013
(TACOM)

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]

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SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING AND MARKING - DATA

D.1.1 Any software and data required for delivery under this contract which cannot be provided electronically shall be packaged in accordance with standard commercial practice to assure arrival at destination without damage or loss.

D.1.2 Software and data shall be marked with the name and address of the receiving office, content and contract number.

*** END OF NARRATIVE D0001 ***

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

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

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

[End of Clause]

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1

F.1.1 The period of performance for the effort specified in each Work Directive shall be delineated in each Work Directive (in accordance with SOW Section C.3.1(f)). The Government shall have the right to award additional LOE hours until 31 December 2016.

F.2 PLACE OF PERFORMANCE

F.2.1 Place of performance is anticipated at the following locations:

- Fort Bliss, TX
- White Sands Missile Range, NM

F.2.2 All deliveries under this contract shall be in accordance with the delivery schedule and location established in each Work Directive.

F.3. DATA DELIVERABLES

F.3.1 The FOB point for all hardware delivered under this Contract is destination.

*** END OF NARRATIVE F0001 ***

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-7	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	NOV/2009

	<u>MILSTRIP</u>	<u>Address</u>	<u>Rail Ship To:</u>	<u>Motor Ship To:</u>	<u>Parcel Post Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001			

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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		Rec Whse 10 Tracy, Ca 95376-5000	Rec Whse 10 Tracy, Ca 95376-5000	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.**NOTE:** The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ AMS CD/ LINE	MIPR/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AA	BU4NIE16BU	1	A.0015404.7.1	AA	\$ 520,282.00
TOTAL					\$ 520,282.00

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA	021 201420152040 A5XMM 654798DY6FPPF 2550 L035266196 A.0015404.7.1	021001 \$ 520,282.00
TOTAL		\$ 520,282.00

LINE ITEM	ACRN	EDI/SPIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AA	AA	021 201420152040 A5XMM 654798DY6FPPF 2550 L035266196 A.0015404.7.1	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).

Cost Voucher FAR 52.216-7 Allowable Cost and Payment

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

N/A

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(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	HQ0339
Issue By DoDAAC	W56HZV
Admin DoDAAC	S0507A
Inspect By DoDAAC	S0507A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	CONTACT COR
Service Acceptor (DoDAAC)	CONTACT COR
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	CONTACT ACO
Other DoDAAC(s)	N/A

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

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

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.

denise.a.rucha.civ@mail.mil

(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: Richard Kreiner
E-mail: richard.w.kreiner.civ@mail.mil

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

ACO: Steve Kamau
E-mail: steve.kamau@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]

G-3 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)

AUG/2012

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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:

An interim cost voucher approved by DCAA and a receiving report only inspected and accepted by the COR assigned to contract.

USE THE FOLLOWING DoDAACs WHEN PREPARING YOUR INTERIM COST VOUCHER 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 - S2305A (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- DCAA Auditor: HAA738
- Service Approver: S2305A
- 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 Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code - HQ0337. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)
- Issued by: W56HZV

USE THE FOLLOWING CODES WHEN PREPARING RECEIVING REPORTS 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)
- Ship From Cage Code
- Issue and Admin DoDAAC Code - S2305A (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code - HQ0337. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)
- Issued by: W56HZV

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 (my Invoice-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]

G-4 52.242-4011 WORK DIRECTIVES FEB/1998
 (TACOM)

(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

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

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

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

(End of Clause)

G-4 252.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE SEP/2009 (DFARS PGI) (DFAS) - Line Item Specific: by Cancellation Date

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

G-5 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS

The contractor shall review the funding as it relates to the work performed on the cost reimbursement CLINs/SubCLINs under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN.

*** END OF NARRATIVE G0001 ***

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LOE HOURS DURING CONTRACT PERIOD OF PERFORMANCE

H.1.1 The Government will not obligate more than 38,400 fully burdened LOE hours on this contract.

H.1.2 Further, estimates have been associated with the contract with the following limits, per the negotiated agreement on 23 April 2014 (the below dollar amounts do not include indirects or fee):

Material/Subcontracts/ODC: \$2,411,402

H.1.3 The Government has currently awarded 2,017 LOE hours under this contract. The Government shall have the option to increase the number of NIE Support man-hours one or more increments in support of this Contract by an additional 36,383 man-hours, as further described in Section B of the contract. There is no minimum number of man-hours that may be exercised. The right to exercise option hours shall expire on 31 December 2016.

H.2 SUBCONTRACTING PLAN FOR SUBCONTRACT AWARDS TO SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

H.2.1 In furtherance of the Government's policy of promoting the development of small disadvantaged business enterprise, the contractor agrees to award subcontracts to such enterprises, as they are defined in the contract clause entitled, Utilization of Small Disadvantaged Business Concerns, to the maximum practicable extent consistent with efficient contract performance. The Contractor's Subcontracting Plan, is incorporated into this contract.

H.2.2 Attachment 0003 to this Contract lists the contractor's subcontracting plan applicable to this contract. The Contractor shall retain copies of their vendors and subcontractors small and small disadvantaged business subcontracting plan(s). These copies of the plans shall be made available for review by appropriate Government officials.

*** END OF NARRATIVE H0001 ***

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

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

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

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

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

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

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

(2) You must select a VAN from the official DoD approved list. DoD Certified VANS are listed at

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

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

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

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SECTION I - CONTRACT CLAUSES

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
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	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-22	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.216-8	FIXED FEE	JUN/2011
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-28	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-36	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-37	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-38	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-39	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-40	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-41	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-42	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-43	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-44	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-45	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-46	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-47	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007

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I-48	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-49	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-50	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-51	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-52	52.232-1	PAYMENTS	APR/1984
I-53	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-54	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-55	52.232-11	EXTRAS	APR/1984
I-56	52.232-17	INTEREST	OCT/2010
I-57	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-58	52.232-25	PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)	FEB/2002
I-59	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-60	52.233-1	DISPUTES	JUL/2002
I-61	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
I-62	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-63	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-64	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-65	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-66	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-67	52.242-13	BANKRUPTCY	JUL/1995
I-68	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-69	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-70	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-71	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-72	52.245-9	USE AND CHARGES	APR/2012
I-73	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-74	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-75	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-76	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-77	52.248-1	VALUE ENGINEERING	OCT/2010
I-78	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-79	52.249-14	EXCUSABLE DELAYS	APR/1984
I-80	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-81	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-82	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-83	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-84	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-85	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-86	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-87	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-88	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-89	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-90	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-91	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-92	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-93	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-94	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-95	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-96	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-97	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-98	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-99	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-100	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-101	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-102	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-103	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-104	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013

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I-105	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-106	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-107	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-108	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-109	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-110	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-111	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-112	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-113	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-114	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-115	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-116	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-117	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-118	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-119	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-120	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-121	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-122	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-123	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-124	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-125	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-126	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-127	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-128	252.235-7003	FREQUENCY AUTHORIZATION--BASIC	MAR/2014
I-129	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-130	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-131	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-132	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-133	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-134	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-135	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-136	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-137	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-138	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-139	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-140	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-141	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-142	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-143	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
I-144	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-145	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-146	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

(a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make

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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.

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

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- (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 limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement_index_exec_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

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(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.

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

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(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-147 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 30 days prior to the contract period of performance end date.

(End of Clause)

I-148 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract on a work directive basis or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of Clause)

I-149 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR DEC/2007

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

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(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of

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first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications.

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

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I-150

52.243-7

NOTIFICATION OF CHANGES

APR/1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

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

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

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

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

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

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

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

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

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

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

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

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

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

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

(End of Clause)

I-151 52.244-2 SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

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

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

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

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

(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.

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- (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 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.
- I-152 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS FEB/2006
- When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:
- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

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Transportation is for the Department of Defence and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

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

Transportation is for the Department of Defence and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting the DCMA office identified on page one of this document.

(End of Clause)

I-153 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) DEC/2012

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

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

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

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

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-154 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by Network Integrated Exercises (NIE) under Contract No. W56HZV13R0288

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

(End of clause)

I-155 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.

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(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 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-156 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor

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shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-157 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) AUG/2013
2013-00014)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

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(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small,

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service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
- (v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

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(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

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(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

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(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-158

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-159 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-160 52.230-2 COST ACCOUNTING STANDARDS

MAY/2012

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

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently

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disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

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

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

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

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

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

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

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

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

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

(End of clause)

I-161 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App.

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

2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

I-162 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-163 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-164 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

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

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of

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your area.

[End of Clause]

Additional Clauses:

52.232-20 Limitation of Cost

- (a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than
- (1) the estimated cost specified in each Work Directive or,
 - (2) if this is a cost-sharing contract, the Governments share of the estimated cost specified in each Work Directive.
- The Contractor agrees to use its best efforts to perform the work specified in each Work Directive and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Governments and the Contractors share of the cost.
- (b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --
- (1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in each Work Directive; or
 - (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- (d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --
- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of
 - (i) the estimated cost specified in each Work Directive or,
 - (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in each Work Directive; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in each Work Directive, until the Contracting Officer
 - (i) notifies the Contractor in writing that the estimated cost has been increased and
 - (ii) provides a revised estimated total cost of performing this contract.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the each Work Directive.

- (e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contracts estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in each Work Directive, whether those excess costs were incurred during the course of the contract or as a result of termination.
- (f) If the estimated cost specified in each Work Directive is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in each Work Directive, unless they contain a statement increasing the estimated cost.
- (h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of Clause)

*** END OF NARRATIVE I0002 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 50 of 50****PIIN/SIIN** W56HZV-14-C-0067**MOD/AMD****Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS, L.P.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS (CDRLS)	06-JUN-2013		
Exhibit B	DATA ITEM DESCRIPTION (DID)	21-MAY-2014		
Attachment 0001	DD FORM 254 SECURITY CLASSIFICATION SPECIFICATION	06-JUN-2013		
Attachment 0002	INSPECTION CHECKLIST AND DA FORM 2404 EQUIPMENT INSPECTION AND MAINTENANCE WORKSHEET	06-JUN-2013		
Attachment 0003	SMALL BUSINESS SUBCONTRACTING PLAN	11-SEP-2013		
Attachment 0004	RESERVED FOR TRAINING MATERIALS			
Attachment 0005	NIE 15.1 HORSE BLANKET			
Attachment 0006	WAGE DETERMINATION			

EXHIBIT A
CONTRACT DATA REQUIREMENTS LIST (CDRL)

Exhibit A

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. CLIN: 0002
- B. EXHIBIT:
- C. CATEGORY:
- D. SYSTEM/ITEM: VARIOUS
- E. CONTRACT/PR NO.: W56HZV-14-C-0067
- F. CONTRACTOR: BAE SYSTEMS

- 1. DATA ITEM NO. A001
- 2. TITLE OF DATA ITEM: REPORT, RECORD OF MEETING/MINUTES
- 3. SUBTITLE:
- 4. AUTHORITY (Date of Acq Document No.) DI-ADMIN-81505 <http://quicksearch.dla.mil/>
- 5. CONTRACT REFERENCE: C.4.1.2
- 6. REQUIRING OFFICE: SFAE-GSC-AAD
- 7. DD250 REQ: LT
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY: AS REQ
- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUB:
- 13. DATE OF SUBS.SUB: SEE BLK 16
- 14. DISTRIBUTION

- A. ADDRESSEES: SFAE-GCS-AAD (GRACE.E.BADGLEY.CIV@MAIL.MIL), CCTA-AHL-A (DOREEN.J.COSTA.CIV@MAIL.MIL)
- B. COPIES: DRAFT: FINAL:1

- 15. TOTAL: 1
- 16. REMARKS:

Block 9: To protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means. This protection covers publications required solely for official use or strictly for administrative or operational purposes including data or information intended for the sole purpose of operating and sustaining DoD weapon systems

Submit no later than 10 working days after event occurs. Contractor format is acceptable. Send electronic copy (CD) to GRACE.E.BADGLEY.CIV@MAIL.MIL and DOREEN.J.COSTA.CIV@MAIL.MIL. Minutes shall be sent to all meeting attendees.

- 1. DATA ITEM NO: A002
- 2. TITLE OF DATA ITEM: Performance and Cost Report (PCR)
- 3. SUBTITLE:
- 4. AUTHORITY (Date of Acq Document No.): DI-FNCL-80912
<http://quicksearch.dla.mil/>
- 5. CONTRACT REFERENCE: C.4.3.1.1
- 6. REQUIRING OFFICE: SFAE-GCS-ASE
- 7. DD250 REQ: LT
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY: Mthly
- 11. AS OF DATE: See Block 16
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16

14. DISTRIBUTION

- A. ADDRESSEES: SFAE-GCS-AAD (GRACE.E.BADGLEY.CIV@MAIL.MIL), SFAE-GCS-ASE (richard.w.kreiner.civ@mail.mil), CCTA-AHL-A (DOREEN.J.COSTA.CIV@MAIL.MIL)
B. COPIES: DRAFT: 0 FINAL: 1

15. TOTAL: 1

16. REMARKS:

The reports may be submitted in contractor format.

Block 9: To protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means. This protection covers publications required solely for official use or strictly for administrative or operational purposes including data or information intended for the sole purpose of operating and sustaining DoD weapon systems.

Block 11: Last day of contractors monthly accounting period.

Block 12: First PCR due NLT 17 working days after the end of the first complete accounting period.

Block 13: Subsequent monthly CPRs are due 12 working days after the contractors monthly accounting period.

Block 14: All data provided by the contractor shall be delivered or be made available on-line through electronic links. Electronic data will have an extension of .xls.

PCR submissions shall continue until the contract has been 95% completed.

The level of detail to be reported will be at level IV of the CWBS, but lower levels may be specified for higher risk items. The Government and the contractor shall periodically review and adjust as necessary CWBS reporting levels to ensure they continue to provide appropriate visibility without requiring excessive information. If there is a significant problem at a lower level, detailed reporting for that CWBS element may be required until the problem is resolved.

Budgeted Cost for Work Scheduled (BCWS), Budgeted Cost - Work Performed (BCWP), and Actual Cost - Work Performed (ACWP) will be reported for current and cumulative periods. Schedule variances will be reported in the differences between BCWS and BCWP. Cost variances will be reported in the differences between BCWP and ACWP. At Completion Budget shall consist of the sum of the original budgets plus or minus budget changes resulting from contract changes, internal re-planning, and application of Management Reserve (MR). Reporting would also include the latest revised estimate (LRE) of cost at completion including estimated overrun/underrun for all authorized work.

1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: Incoming and Post NIE Vehicle Inspection
3. SUBTITLE:
4. AUTHORITY (Date of Acq Document No.) N/A
5. CONTRACT REFERENCE: C.4.4.2, C.8.2
6. REQUIRING OFFICE: SFAE-GSC-ASE
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: D
10. FREQUENCY: Each Vehicle
11. AS OF DATE: SEE BLK 16
12. DATE OF FIRST SUB:
13. DATE OF SUBS.SUB: SEE BLK 16

14. DISTRIBUTION

- A. ADDRESSEES: SFAE-GCS-AAD (GRACE.E.BADGLEY.CIV@MAIL.MIL), SFAE-GCS-ASE (richard.w.kreiner.civ@mail.mil)
B. COPIES: DRAFT: FINAL: 1

15. TOTAL: 1

16. REMARKS: Block 9: Critical Technology, protect information on technologies essential to the design, development, production, operation, application, or maintenance of an article or service that makes or could make a significant contribution to the military potential of any country, including the United States. This includes, but is not limited to, design and manufacturing knowledge, technical data, keystone equipment, and inspection and test equipment or data that relate to a specific military deficiency of a potential adversary. Information of this type may be classified or unclassified.

The Government shall provide the contractor inspection check lists for each vehicle. The contractor shall use DA 2404 forms to record any discrepancies. The contractor shall provide the completed inspection checklists and DA 2404 forms to the Government NLT two days after each vehicle inspection.

1. DATA ITEM NO. A004
2. TITLE OF DATA ITEM: TRAINING MATERIALS

3. SUBTITLE: TRAINING SUPPORT PACKAGE
4. AUTHORITY (Date of Acq Document No.) DI-ILSS-80872
<http://quicksearch.dla.mil/>
5. CONTRACT REFERENCE: C.6.6
6. REQUIRING OFFICE: SFAE-GSC-ALM
7. DD250 REQ: LT
8. APP CODE: A
9. DIST. STATEMENT REQUIRED: D
10. FREQUENCY: SEE BLK 16
11. AS OF DATE:
12. DATE OF FIRST SUB: SEE BLK 16
13. DATE OF SUBS.SUB: SEE BLK 16

14. DISTRIBUTION

- A. ADDRESSEES: CCTA-AHL-A, SFAE-GCS-ASE (richard.w.kreiner.civ@mail.mil)
- B. COPIES: DRAFT: FINAL: 1

15. TOTAL: 1

16. REMARKS: Block 9: All technical documents that are determined to contain export-controlled technical data shall be marked "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. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

Blocks 10, 12 and 13: Contractor shall deliver draft material for each USG directed course 5 Calendar days prior to the conduct of training in accordance with the NIE Tier One Schedule.

Final Government comments will be provided no later than 3 calendar days prior to the conduct of training for Contractor revisions.

The Contractor shall deliver final training materials for each course to the training developers 1 calendar days prior to the conduct of training in accordance with the NIE Tier One Schedule.

Block 14: All data deliverables shall be submitted in electronic format. The Contractor shall provide e-mail notification of data submissions to the PCO and COR.

1. DATA ITEM NO. A005
2. TITLE OF DATA ITEM: SAFETY ASSESSMENT REPORT (SAR)
3. SUBTITLE:
4. AUTHORITY (Date of Acq Document No.) DI-SAFT-80102B
<http://quicksearch.dla.mil/>
5. CONTRACT REFERENCE: C.5.7
6. REQUIRING OFFICE: SFAE-GSC-ASE
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: C
10. FREQUENCY: SEE BLK 16
11. AS OF DATE:
12. DATE OF FIRST SUB:
13. DATE OF SUBS.SUB: SEE BLK 16

14. DISTRIBUTION

- A. ADDRESSEES: SFAE-GCS-ASE (richard.w.kreiner.civ@mail.mil), AMSRD-RDMR-BA (ROBERT.D.BOROWSKI2.CIV@MAIL.MIL), SFAE-GCS-ASE (TERRY.L.SMART.CIV@MAIL.MIL)
- B. COPIES: DRAFT:3 FINAL:Reg 0 Repr 3

15. TOTAL: 3 DRAFT, 3 FINAL

16. REMARKS: Block 9: In addition to Distribution "C", all technical documents that are determined to contain export-controlled technical data shall be marked "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. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

Blocks 10, 12, and 13: SAR shall be submitted in coordination with PM Current SID Safety release testing schedule. The contractor shall deliver the SAR at least two weeks prior to execution of Safety Release Testing or as coordinated with COR. The Government will review and provide comments within 3 days. The Contractor shall submit the final SAR within 2 days of receipt of Government comments.

Block 14: All data deliverables shall be submitted to the USG. The Contractor shall provide e-mail notification of data submissions to the PCO, COR, and Government IPT Lead.

1. DATA ITEM NO. A006
2. TITLE OF DATA ITEM: TECHNICAL DATA PACKAGE (TDP)
3. SUBTITLE:
4. AUTHORITY (Date of Acq Document No.) DI-SESS-80776A
<http://quicksearch.dla.mil/>
5. CONTRACT REFERENCE: C.5.4
6. REQUIRING OFFICE: SFAE-GSC-ASE
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: C
10. FREQUENCY: SEE BLK 16
11. AS OF DATE: SEE BLK 16
12. DATE OF FIRST SUB: SEE BLK 16
13. DATE OF SUBS.SUB: SEE BLK 16
14. DISTRIBUTION
 - A. ADDRESSEES: SFAE-GCS-ASE (richard.w.kreiner.civ@mail.mil)
 - B. COPIES: DRAFT:1 FINAL:Reg 1 Repro 1
15. TOTAL: 2
16. REMARKS:

Block 4: The following tailoring on the DID is applicable:

Content shall be tailored as follows:

- a. System and Software architectures in accordance with ANSI/IEEE 1471 and MIL-STD-499B;
- b. Computer-Aided Design and Manufacturing (CADM) compliant TDP, consisting of the following items per MIL-STD-31000 and supporting ASME commercial standards:
 - (1) (a) Product drawings/models and associated lists;
 - (b) Engineering Bill of Material (GBLs/Drawing Lists/As Built Documentation)
 - (c) Commercial and Vendor Item drawings/models and associated lists
 - (d) Critical Items List;
 - (e) Quality assurance provisions;
 - (2) Specifications:
 - (a) Interface Control Documents (ICDs) in accordance with DI-CMAN-81248A;

Block 9: In addition to Distribution "C", all technical documents that are determined to contain export-controlled technical data shall be marked "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. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25." Distribution Statement shall be based on Configuration Management Plan requirements for individual components of TDP.

Block 10, 11, 12, and 13: The Contractor shall submit drawing and TDP deliveries in accordance with the following schedule:

First delivery of the TDP will be 1 week prior to beginning of NET.

Final delivery of the TDP will be two weeks after completion of the NIE exercise.

Hardware drawings to be delivered 3 weeks prior to Golden vehicle build.

Installation drawings will be delivered one week prior to beginning of Golden Vehicle build.

Block 16: Wherein Contractor format is utilized on any documents, drawings, models, or data, the Contractor shall seek format approval by the Government prior to delivery.

DIDS from Exhibit A will be made available on the following website: <http://quicksearch.dla.mil>

ATTACHMENT 0001

DD FORM 254
SECURITY CLASSIFICATION SPECIFICATION

TO BE PROVIDED AS A SEPARATE ATTACHMENT

ATTACHMENT 0002

INSPECTION CHECKLIST AND DA Form 2404 EQUIPMENT INSPECTION AND MAINTENANCE WORKSHEET

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD

ATTACHMENT 0003

SMALL BUSINESS SUBCONTRACTING PLAN

W56HZV-14-C-0067 STS Network Integration Exercises (NIE) Individual Plan for Utilization of Small Business Concerns is incorporated by reference at the time of award.

Reserved for Training Materials

Provided under separate cover.

WD 99-0316 (Rev.-37) was first posted on www.wdol.gov on 11/26/2013

Contract Field Teams

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON, D.C. 20210
Diane C. Koplewski		Division of Wage
Director		Determinations
		Wage Determination No: 1999-0316
		Revision No: 37
		Date Of Revision: 11/21/2013

 NATIONWIDE

Fringe Benefits Required Follow the Occupational Listing

Employed on contract for maintenance and modification of weapons system aircraft and support systems at Government Installations for Contractor Field Teams (CFT) and Aviation Field Maintenance Teams (AFMT) only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01020 - Administrative Assistant		22.84
01111 - General Clerk I		12.16
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01270 - Production Control Clerk		19.44
01300 - Scheduler, Maintenance		15.77
01311 - Secretary I		15.77
01312 - Secretary II		17.64
01313 - Secretary III		19.67
01410 - Supply Technician		22.84
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.00
05010 - Automotive Electrician		16.99
05070 - Automotive Worker		16.71
05110 - Mobile Equipment Servicer		16.40
05130 - Motor Equipment Metal Mechanic		20.00
05160 - Motor Equipment Metal Worker		16.71
05190 - Motor Vehicle Mechanic		20.00
05220 - Motor Vehicle Mechanic Helper		15.40
05310 - Painter, Automotive		16.99
14000 - Information Technology Occupations		
14041 - Computer Operator I		16.11
14042 - Computer Operator II		18.01
14043 - Computer Operator III		19.18
14044 - Computer Operator IV		22.32
14045 - Computer Operator V		24.73
14071 - Computer Programmer I	(see 1)	23.03
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.47

19040 - Tool And Die Maker	24.32
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.53
21030 - Material Coordinator	19.44
21130 - Shipping/Receiving Clerk	13.95
21150 - Stock Clerk	12.95
21210 - Tools And Parts Attendant	14.57
21410 - Warehouse Specialist	14.57
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.55
23021 - Aircraft Mechanic I	27.18
23022 - Aircraft Mechanic II	28.55
23023 - Aircraft Mechanic III	29.96
23040 - Aircraft Mechanic Helper	18.46
23050 - Aircraft, Painter	21.19
23060 - Aircraft Servicer	19.52
23080 - Aircraft Worker	20.43
23160 - Electrician, Maintenance	25.81
23181 - Electronics Technician Maintenance I	19.11
23182 - Electronics Technician Maintenance II	23.17
23183 - Electronics Technician Maintenance III	25.68
23260 - Fabric Worker	19.52
23380 - Ground Support Equipment Mechanic	27.18
23381 - Ground Support Equipment Servicer	19.52
23382 - Ground Support Equipment Worker	20.43
23391 - Gunsmith I	17.17
23392 - Gunsmith II	19.33
23393 - Gunsmith III	21.43
23430 - Heavy Equipment Mechanic	21.43
23440 - Heavy Equipment Operator	21.43
23530 - Machinery Maintenance Mechanic	23.10
23550 - Machinist, Maintenance	21.38
23580 - Maintenance Trades Helper	15.87
23820 - Pneudraulic Systems Mechanic	21.43
23850 - Rigger	21.43
23890 - Sheet-Metal Worker, Maintenance	21.55
23960 - Welder, Combination, Maintenance	21.43
23980 - Woodworker	17.34
30000 - Technical Occupations	
30081 - Engineering Technician I	15.17
30082 - Engineering Technician II	17.33
30083 - Engineering Technician III	19.52
30084 - Engineering Technician IV	24.18
30085 - Engineering Technician V	29.58
30086 - Engineering Technician VI	37.22
30461 - Technical Writer I	25.57
30462 - Technical Writer II	31.29
30463 - Technical Writer III	37.86
31000 - Transportation/Mobile Equipment Operation Occupations	
31361 - Truckdriver, Light	15.72
31362 - Truckdriver, Medium	16.50
31363 - Truckdriver, Heavy	18.16
31364 - Truckdriver, Tractor-Trailer	18.16
92000 - Non Standard Occupations	
(not set) - Technical Order Library Clerk	18.46
(not set) - Non-Destructive Inspection (NDI) Technician I	24.52
(not set) - Non-Destructive Inspection (NDI) Technician II	27.18
(not set) - Non-Destructive Inspection (NDI) Technician III	28.41

(not set) - Maintenance Test Pilot, Rotary Wing	32.40
(not set) - Maintenance Test Pilot, Fixed Wing/Prop	32.40
(not set) - Maintenance Test Pilot, Fixed Wing/Jet	32.40
(not set) - Non-Maintenance Test Pilot/Co-Pilot	32.40
(not set) - Aircraft Logs and Records Technician	22.84
(not set) - Petroleum Supply Specialist	22.34
(not set) - Aircraft Survival Flight Equipment Technician I	25.88
(not set) - Aircraft Survival Flight Equipment Technician II	27.18
(not set) - Media Blaster / Sand Blaster	21.45
(not set) - Equipment Cleaner	14.60
(not set) - Technical Order Librarian	27.49

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a

contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aircraft Logs and Records Technician

Maintains aircraft and engine logbooks and associated records. Proficient performing all operator, data entry and retrieval functions associated with aircraft recordkeeping. Performs networking functions between individual stations, including analysis and correction of errors caused by software, hardware or data entry. Transmits and receives data via floppy disk, modem and other electronic means. Extracts data, formulates and interprets management reports, creates archives, backups, and data saves in support of military deployments and detachment operations. Performs a wide range of clerical and administrative duties related to aircraft maintenance, such as preparing reports and correspondence, filing and typing, performing data base and systems analysis. GS-301-07

Aircraft Survival Flight Equipment Technician I

This occupation includes jobs involved in disassembling, repairing, testing, troubleshooting, examining, fitting, modifying, maintaining, installing, and determining serviceability of aircraft survival and flight equipment such as helmets, torso harness assemblies, preservers, parachutes, life rafts, chemical

and biological protective devices, survival kits, oxygen masks, and anti-G-suits. The work includes operational and circuit checks of emergency signaling and communication devices such as survival radios and beacons. The work requires knowledge of mechanical and electrical repair and maintenance procedures, pyrotechnic and explosive devices, and aircraft egress systems. In addition, the work requires familiarity with aircraft assigned to the unit, detailed knowledge of the operation and characteristics of aircraft survival and flight equipment, and the ability to demonstrate and explain proper usage and operation of the equipment. WG4818-09

Aircraft Survival Flight Equipment Technician II

This occupation includes jobs involved in disassembling, repairing, testing, troubleshooting, examining, fitting, modifying, maintaining, installing, and determining serviceability of aircraft survival and flight equipment such as helmets, torso harness assemblies, preservers, parachutes, life rafts, chemical and biological protective devices, survival kits, oxygen masks, and anti-G-suits. The work includes operational and circuit checks of emergency signaling and communication devices such as survival radios and beacons. The work requires knowledge of mechanical and electrical repair and maintenance procedures, pyrotechnic and explosive devices, and aircraft egress systems. In addition, the work requires familiarity with aircraft assigned to the unit, detailed knowledge of the operation and characteristics of aircraft survival and flight equipment, and the ability to demonstrate and explain proper usage and operation of the equipment. WG-4818-10

Equipment Cleaner

Clean metal and nonmetal surfaces through use of hand and pressure washing equipment. Must have knowledge of angles and distance settings of washing nozzles for objects having unusual shapes. Adjust varied amounts and mixtures of cleaning compounds for stubborn contaminants and heavy corrosions. May perform timed traverse or repeat adjustments or turntable movements (forward,swivel, and reverse) or optimum positioning of moderate/large metal or nonmetal assemblies to determine the most extensive and/or precise nozzle openings. determines the sweeping direction of spray over difficult internal or external surfaceswithout damage to equipmet/facilities and without injury to coworkers. Must comply with all safety requirements. possesses knowledge of cleaning characteristics of brass corrosion resitant steel, aluminum, steel and other materials. Must have the ability to properly prepare cleaning bays,chambers,portable units and booths. Must be able to interpret oral written instructions. Work involves standing, stooping, bending, kneeling, reaching, climbing, crawling, and crouching in strained and awkward positions. lifts carries, and sets up equipment and components that weigh up tp 75 pounds.

Maintenance Test Pilot, Fixed Wing/Jet

Pilot conducts aircraft post maintenance functional flight checks to determine airworthiness of maintenance performed by conducting specified maintenance check maneuvers and procedures specified in the Maintenance Test Flight Checklist; reviews forms and records to ascertain factors, such as flight readiness, weight & balance, and fuel supply; files flight plans verifying weather conditions, flight route, and schedule; receives and orders changes in fuel supply, load, route, or schedule to insure safety of flight; reads gauges to verify that oil, hydraulic fluid, and fuel quantities are at prescribed levels prior to starting engines; starts engines and performs maintenance operational checks on aircraft systems to verify operational readiness; contacts control tower by radio to obtain takeoff clearance and instructions; pilots aircraft adhering to flight plan, regulations and procedures of the Federal Government, company, and supported customer; logs information, such as flight time, landings, and fuel consumed; Pilot shall either have a current FAA class II medical certificate. GS-2181-12

Maintenance Test Pilot, Fixed Wing/Prop

Pilot conducts aircraft post maintenance functional flight checks to determine airworthiness of maintenance performed by conducting specified maintenance check

maneuvers and procedures specified in the Maintenance Test Flight Checklist; reviews forms and records to ascertain factors, such as flight readiness, weight & balance, and fuel supply; files flight plans verifying weather conditions, flight route, and schedule; receives and orders changes in fuel supply, load, route, or schedule to insure safety of flight; reads gauges to verify that oil, hydraulic fluid, and fuel quantities are at prescribed levels prior to starting engines; starts engines and performs maintenance operational checks on aircraft systems to verify operational readiness; contacts control tower by radio to obtain takeoff clearance and instructions; pilots aircraft adhering to flight plan, regulations and procedures of the Federal Government, company, and supported customer; logs information, such as flight time, landings, and fuel consumed; Pilot shall either have a current FAA class II medical certificate.GS-2181-12

Maintenance Test Pilot, Rotary Wing

Maintenance test pilots shall be proficient in flying operations of the rotary wing helicopters they are assigned. Maintenance test pilots shall possess a current, valid Agency or FAA Second Class Medical Certificate. Annual renewals of Medical Certificates shall be the responsibility of the individual. Maintenance test pilots shall possess an instrument rating on their FAA Commercial Certificates. Test Pilots shall demonstrate instrument task proficiency on the annual flight evaluation conducted by flight detachment Evaluators. Maintenance test pilots shall undergo and successfully complete initially and annually thereafter during their birth months, an Agency or FAA second class flight physical. Maintenance test pilots shall not perform flight duties when ill, after receiving medical treatment that may impair physical abilities required for flight or after receiving drugs from a civilian physician until properly cleared by an Agency Flight Surgeon or equivalent. Maintenance test pilots shall undergo an annual flight evaluation. These evaluations will be conducted by both an Instructor Pilot (IP) and Maintenance Test Flight Evaluator (MTFE), qualified in Mission, Type, and Design Series (MDS) and will ensure that all Aircrew Training Manual (ATM) tasks required for assigned flight duties are accomplished, i.e., non-tactical base tasks and maintenance test pilot (MTP) tasks are evaluated I/A/W the appropriate ATM. GS-2181-12

Media Blaster / Sand Blaster

Shall clean metal and nonmetal surfaces through use of sandblasting equipment. Must have knowledge of angles and distance settings of blasting nozzles for objects having unusual shapes. Adjust varied amounts of mixtures of abrasive compounds for stubborn contaminants and heavy corrosion. May perform timed traverse or repeat adjustments of turntable movements (forward, swivel and reverse) or optimum positioning of moderate/large metal or nonmetal assemblies to determine the most extensive and/or precise nozzle openings. Determines the sweeping direction of blast over difficult internal or external surfaces without damage to equipment/facilities and without injury to coworkers. Must comply with all safety requirements. Possesses knowledge of cleaning characteristics of brass corrosion resistant steel, aluminum, steel and other metals. Must have the ability to properly prepare blasting bays chambers, portable units and booths. Must be able to interpret oral and written instructions. Work involves standing, stooping, bending, kneeling, reaching, climbing, crawling, and crouching in strained and awkward positions. Lifts, carries, and sets up equipment and components that weight up to 75 pounds. Use of a respirator and/or air fed hood is required.

Non-Destructive Inspection (NDI) Technician I

Inspects aerospace weapon systems components and support equipment for structural integrity using nondestructive inspection methods and performs fluid analysis. Related DoD Occupational Subgroup: 760. Completed initial Non Destructive Inspection Training Course and maintains basic qualification.- WG-3705 -08

Non-Destructive Inspection (NDI) Technician II

Inspects aerospace weapon systems components and support equipment for

structural integrity using nondestructive inspection methods and performs fluid analysis. Related DoD Occupational Subgroup: 760. Duties and Responsibilities: Determines test method, and prepares fluids and parts for nondestructive inspection. Interprets nondestructive inspection test results, and provides information about defects to repair center. Analyzes wear metal content on engine lubricating oil and other fluids, and recommends corrective action. Establishes radiation areas for radiographic operations. Computes and monitors personal exposure areas for radiographic operations, and monitors personnel exposure data. Performs nondestructive inspection on structures, components, and systems. Detects flaws such as cracks, delaminations, voids, processing defects, and heat damage using penetrant, eddy current, magnetic particle, radiographic, optical, and ultrasonic test equipment. Determines metallurgical information of components according to alloy, temper, conductivity, and associated factors. Operates, maintains, and inspects nondestructive equipment. Performs operator maintenance and service inspections on shop equipment and tools. Ensures lock out and tag out procedures are accomplished prior to maintenance on equipment. Performs silver recovery functions. Handles and disposes of hazardous waste and materials. WG3705-10

Non-Destructive Inspection (NDI) Technician III

Specialty Summary: Inspects aerospace weapon systems components and support equipment for structural integrity using nondestructive inspection methods and performs fluid analysis. Related DoD Occupational Subgroup: 760. Duties and Responsibilities: Determines test method, and prepares fluids and parts for nondestructive inspection. Interprets nondestructive inspection test results, and provides information about defects to repair center. Analyzes wear metal content on engine lubricating oil and other fluids, and recommends corrective action. Establishes radiation areas for radiographic operations. Computes and monitors personal exposure areas for radiographic operations, and monitors personnel exposure data. Performs nondestructive inspection on structures, components, and systems. Detects flaws such as cracks, delaminations, voids, processing defects, and heat damage using penetrant, eddy current, magnetic particle, radiographic, optical, and ultrasonic test equipment. Determines metallurgical information of components according to alloy, temper, conductivity, and associated factors. Operates, maintains, and inspects nondestructive equipment. Performs operator maintenance and service inspections on shop equipment and tools. Ensures lock out and tag out procedures are accomplished prior to maintenance on equipment. Performs silver recovery functions. Handles and disposes of hazardous waste and materials. Completed initial Non Destructive Inspection Training Course and maintains basic qualification. - WG-3705-11

Non-Maintenance Test Pilot/Co-Pilot

Pilot (non-MTP) shall be qualified and current in the aircraft they are assigned. Pilots shall possess a current, valid Agency or FAA Second Class Medical Certificate. Annual renewals of Medical Certificates shall be the responsibility of the individual. Pilots shall possess an instrument rating on their FAA Commercial Certificates. Pilots shall undergo and successfully complete initially and annually thereafter during their birth months, an Agency or FAA second class flight physical. Pilots shall undergo an annual flight evaluation conducted IAW the appropriate Aircrew Training Manual (ATM). This evaluation will be conducted by a Government Instructor Pilot (IP), qualified in Mission, Type, and Design Series (MDS) and will ensure that all ATM tasks required for assigned flight duties are accomplished, i.e., non-tactical base tasks are evaluated I/A/W the appropriate ATM. GS-2181-12

Petroleum Supply Specialist

Petroleum Supply Specialist is proficient in receiving, storing, accounting and caring for, dispensing, issuing, and shipping bulk or packaged petroleum, oils, and lubricants products. Completion of Military Occupational Specialty 92F course conducted under the auspices of the US Army Quartermaster Center and School or other Service/civilian equivalent training is required. Must be HAZ 11 certified and Accord Dangereux Routier (ADR) qualified. GS-2001-09

Technical Order Librarian

Maintains the activity's Central Technical Publications Library (CTPL) in a complete and current status per current regulations. Requisition, receive, screen, review, route, distribute as necessary and file all incoming technical manuals media. Monitors dispersed libraries and necessary control functions to distribute data. Complies with processes established for classified technical media receipt, stowage, distribution, inventory, and disposition in accordance with current regulations. Establish and maintain a program to audit the CTPL annually, dispersed libraries quarterly, and detachment libraries on return, in accordance with current regulations. Develop an effective check list/audit form to identify discrepancies during audits and correction action noted. GS-1411-09

Technical Order Library Clerk

Maintains the activity's Central Technical Publications Library (CTPL) in a complete and current status per current regulations. Requisition, receive, screen, review, route, distribute as necessary and file all incoming technical manuals media. Monitors dispersed libraries and necessary control functions to distribute data. Complies with processes established for classified technical media receipt, stowage, distribution, inventory, and disposition in accordance with current regulations. GS-301-05