

UNDEFINITIZED CONTRACTUAL ACTION

1 This action constitutes an undefinitized contract action (UCA), W56HZV-14-C-0128 and signifies the intent of the U.S. Army Contracting Command-Warren to execute a definitive Cost-Plus Fixed-Fee Contract for the performance of services as set forth in this UCA, upon the terms and conditions stated therein, which are incorporated into and made a part of this UCA.

2. BAE Systems is directed to commence performance in accordance with the Section I clause FAR 52.216-23, "Execution and Commencement of Work".

3. In accordance with the Section I clause DFARS 252.217-7027, "Contract Definitization", BAE Systems shall submit a qualifying proposal for the supplies and/or services covered in this UCA. Your company shall support its proposal with certified cost or pricing data, and submit a Certificate of Current Cost or Pricing Data upon agreement of the contract price. A Subcontracting Plan is also required. For purposes of the Order of Precedence, in resolving any inconsistencies in this document, the information within this narrative of Section A shall be incorporated into and become a part of the UCA Schedule.

4. The contractor agrees to establish \$7,900,000 as the Not-to-Exceed (NTE) ceiling or the requirement as set forth in this UCA and assumes a cost-plus fixed-fee contract type. Prior to the receipt of a qualifying proposal, determined as such by the Contracting Officer, no more than 49% of the ceiling price of the \$7,900,000 will be obligated. Pursuant to FAR clause 52.216-24, Limitation of Government Liability, BAE Systems is not authorized to make expenditures or incur obligations more than \$3,871,000. The maximum amount for which the Government will be liable, for the requirements implemented by this UCA and funded under CLIN 0001AA, if the work under this contract W56HZV-14-C-0128 is terminated, is \$3,871,000. Upon execution of the contract, \$3,871,000 will be obligated. The total negotiated price of all CLINs associated with this effort shall not exceed \$7,900,000.

5. In performing this contract, BAE Systems is not authorized to make expenditures or incur obligations exceeding \$3,871,000. The maximum amount for which the Government shall be liable if this contract is terminated is \$3,871,000.

The negotiation schedule for definitizing this contract is as follows:

- Projected Award Date of UCA: 13 August 2014
- Projected Date to Receive Qualifying Proposal, including required Certified Cost or Pricing Data: 15 September 2014
- Projected Date to Start Negotiations: 15 October 2014
- Projected Date of Completion of Negotiations and Receipt of Certificate of Current Cost or Pricing Data: 07 November 2014
- Projected Date of Receipt of Subcontracting Plan: 14 November 2014
- Estimated Date of Contract Definitization: 21 November 2014

6. If agreement on a definitive contract to supersede this UCA is not reached by the target date above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, BAE Systems shall proceed with completion of the contract, subject only to the Section I clause FAR 52.216-24, "Limitation of Government Liability.",

Todd Schill - Contracts Mgr
NAME AND TITLE OF SIGNER

Doreen J. Costa
NAME OF CONTRACTING OFFICER

Todd Schill
CONTRACTOR SIGNATURE

COSTA.DOREEN.J.1276533
041
Digitally signed by COSTA.DOREEN.J.1276533041
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=COSTA.DOREEN.J.1276533041
Date: 2014.08.13 17:53:22 -0400

11 Aug. 2014
DATE

13AUG2014
DATE

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 44****PIIN/SIIN** W56HZV-14-C-0128**MOD/AMD****Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS, L.P.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DANIEL RIDDOCK
Buyer Office Symbol/Telephone Number: CCTA-AHLA/(586)282-8388
Type of Contract: Cost No Fee
Kind of Contract: Undefined Letter Contracts
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: B

*** End of Narrative A0000 ***

<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]

The type of contract stated at the top of page 2 is incorrectly identified as a Cost No Fee. This contract will be definitized as a Cost Plus Fixed Fee.

*** END OF NARRATIVE A0002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0128 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS												
0001	FY14 Pdm FFV - BAE C												
0001AA	FFV R&D _____	1	LO	Estimated Cost Not to Exceed (Funding)	\$ 3,871,000.00 \$ 3,871,000.00								
	SERVICE REQUESTED: FY14 Pdm FFV - BAE C CLIN CONTRACT TYPE: Cost No Fee PRON: 7P4461141A PRON AMD: 02 ACRN: AA PSC: AC42												
				NTE	\$7,900,000 Undefinitized								
	The amount obligated under 0001AA is \$3,871,000, and represents the limit on Contractor expenditures and obligations and the limit on the Government's liability for work performed under this SLIN 0001AA. The obligated amount also represents this SLIN 0001AA's portion of liability relative the entire contract's limitation of liability under Section I FAR clause "Limitation of Government Liability" (FAR 52.216-24).												
	The not-to-exceed (NTE)/ceiling amount for SLIN 0001AA is \$7,900,000, and represents this SLIN 0001AA's portion of the total NTE/ceiling price.												
	(End of narrative B001)												
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination												
	<u>Deliveries or Performance</u> Period of Performance Start Date: 13-AUG-2014 End Date: 12-FEB-2015												
	<table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td>REL CD</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>12-FEB-2015</td> </tr> <tr> <td>\$ 3,871,000.00</td> <td></td> </tr> </table>	DLVR SCH	PERF COMPL	REL CD	DATE	001	12-FEB-2015	\$ 3,871,000.00					
DLVR SCH	PERF COMPL												
REL CD	DATE												
001	12-FEB-2015												
\$ 3,871,000.00													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0128 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
1002	FFV CDRLS													
1002AA	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>SERVICE REQUESTED: FFV CDRLS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2350</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> Period of Performance Start Date: 13-AUG-2014 End Date: 12-FEB-2015</p> <table border="0" data-bbox="261 890 769 968"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>12-FEB-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	12-FEB-2015	1	LO		\$ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	12-FEB-2015												

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 44
	PIIN/SIIN W56HZV-14-C-0128 MOD/AMD	
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Attachment 0001 (BAE Systems)

Statement of Work
For
Future Fighting Vehicle Development

PROJECT TITLE: Future Fighting Vehicle

REQUESTING ACTIVITY: Office of Project Manager Ground Combat Vehicle

Date: 06 August 2014
Version: v1.5

DISTRIBUTION STATEMENT D: Distribution authorized to the Department of Defense (DoD) and U.S. DoD contractors only (Administrative and Operational Use; 27 August 2013). Other requests shall be referred to the PM AFV Security Manager at: Program Executive Office Ground Combat Systems, ATTN: SFAE-GCS-F, MS 531, 6501 East 11 Mile Rd, Warren, MI 48397-5000. Commercial (586) 282-0330 or DSN 786-0330
DESTRUCTION NOTICE: Destroy by any method that will prevent the disclosure of contents or reconstruction of the document.
This document contains information that may be exempt from mandatory disclosure under the Freedom of Information Act. Exemption(s) 2 and 5 apply.

C.1. Overview of Scope

The contractor shall conduct technical, cost, and risk assessments against selected capability trades and future technologies for a Future Fighting Vehicle (FFV) system using disciplined systems engineering and analysis practices. Additionally, the contractor shall conduct technology integration refinement on selected integrated subsystems that leverage the Ground Combat Vehicle (GCV) Technology Development (TD) phase assets for potential incorporation into the FFV which will enable the Government to determine the Science and Technology (S&T) efforts.

The contractor shall develop and analyze FFV system level design concepts based off the GCV TD phase system design that examine trades across performance, size, weight, risk and cost with a focus on the following:

- System concept design(s) that optimizes the Crew and Dismounted soldier size/weight mix and the quantity of the Dismounted soldier
- System concept design(s) assessment on various turret configurations, such as manned, manned-accessible, and remote

The contractor shall develop initial assessments of the S&T technology efforts, including the Combat Vehicle Prototyping (CVP), and private industry efforts for subsystem or component level development of key technologies against their system designs. The contractor shall use the GCV TD phase Infantry Fighting Vehicle (IFV) Hybrid-Electric baseline system design minimally to support system concept design excursions.

Additionally, the contractor shall continue to mature selected integrated subsystems by leveraging existing assets with high potential for future incorporation into FFV and inform S&T efforts. The contractor shall utilize the GCV TD phase integrated propulsion and mobility subsystems (Automotive Test Rig) and the hybrid-electric integrated propulsion subsystem assets in the performance of this Statement of Work (SOW).

C.1.1 Management and Administration

During the effort covered by this SOW:

C.1.1.1 The contractor shall establish a program management organization responsible for the execution of this SOW with the appropriate management controls and processes to ensure that the contract requirements are met.

C.1.1.2 The contractor shall manage activities by providing integrated program management, program control, contract and subcontract management, data management, and operations management. The contractor shall use a well defined and efficient organizational, management, and development methodology consistent with the effort required to accomplish this SOW referencing Integrated Process and Product Development (IPPD) approach (per the Defense Acquisition Guidebook (DAG), paragraph 10.3) as the primary method of organizing and managing this SOW and ensure that all teams are staffed with personnel that have the requisite expertise and disciplines to support the process.

C.1.1.3 The contractor shall conduct and administer meetings, reviews, and events as required by this SOW. All reviews, meetings, and events administered by the contractor, except for meetings where classified data is discussed, shall have a virtual based option using

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 44
	PIIN/SIIN W56HZV-14-C-0128	MOD/AMD

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

Defense Connect Online (DCO) conferencing tool. The contractor shall schedule face to face meetings to occur in tandem or groups, and maximize web conferencing to the most extent possible to minimize personnel resources and travel expenses. Unless otherwise specified in the paragraphs below, all meetings and reviews shall be hosted by the contractor. The contractor's administration duties and responsibilities shall include all functions (e.g. providing facility, sending invitations, media resources, security, minutes, hard copy materials) related to the preparation and execution of the meetings, reviews, and events.

C.1.1.4 The contractor shall submit an agenda and read-ahead package for all major reviews such as Start of Work Meeting (SOWM) and Technical Interchange Meetings (TIM) that are called out in this contract via Future Fighting Vehicle SharePoint or U. S. Army Aviation and Missile Research Development and Engineering Center - Safe Access File Exchange (AMRDEC-SAFE).

C.1.1.5 The contractor shall record minutes for all reviews, meetings, and events as required by this SOW. Minutes shall be recorded in a Microsoft Office product format, in the contractors preferred format, and include contractor notes, presentations, action items, and a list of all review participants. The contractor shall provide minutes to the Government within 5 business days of the conclusion of the applicable review, meeting, or event.

C.1.1.6 The contractor shall track the status and resolution of all action items required per Section C.1.1.5. For IPTs/WGs, the contractor shall provide the status and resolution of all open action items at each meeting. The contractor shall maintain and update action item lists, which includes both open and resolved action items, for each IPT or Working Group. The contractor shall update the list prior to the meeting to which the list pertains.

For all other reviews and events, the contractor shall provide status and resolution of action items either as part of the review or event when the review or event lasts multiple days, at the next planned review or event, as a part of follow-on meetings from the review or event, or at an IPT or Working Group meeting. The forum for providing the status and resolution will be mutually agreed upon between the contractor and the Government. The contractor will maintain and update a single action item list for each review and event, which includes both open and resolved action items. The contractor will maintain and update these action item lists until all action items are resolved.

C.1.1.7 The Future Fighting Vehicle SharePoint folder and the U. S. Army Aviation and Missile Research Development and Engineering Center - Safe Access File Exchange (AMRDEC-SAFE) are secure Government exchanges that shall be used to facilitate information transmission between the Government and contractor for controlled, distributed access to project information, both released and in-work. Additionally, digital versatile disc (DVD) shall be another method to transmit information between the Government and contractor. Types of information that shall be processed and maintained will include project documents, reports, project management data, IPT/WG meeting-related information, modeling and simulation/analysis data, technical review accomplishment criteria evidence, pertinent manufacturing information, and test data. FFV SharePoint and AMRDEC-SAFE shall only be used for transmitting Controlled Unclassified Information (CUI). All classified information shall be sent via registered mail to the GCV classified mailing address or other agreeable secure data transfer environment identified by the Government at the SOWM.

The contractor shall deliver all data in accordance with (IAW) the DD1423 CDRLs as set forth in Exhibit A or as called out in this SOW and specified in Section F.

Data format is at contractor discretion except in those instances where otherwise indicated by DIDs or other CDRL entries.

C.1.1.8 The contractor shall host a Start of Work Meeting (SOWM) at its facility within 15 business days after contract award. The purpose of the SOWM is to review the Government's expectations for contractor performance during the effort covered by the SOW, introduce the contractor's program team, and align the contractor and Government teams. The contractor shall introduce its program team, review key program objectives and risks, provide an overview of their approach, and review key elements of the contract, to include the SOW, Cost Status (A0001), Contractor developed schedule (A0002), and key deliverables.

The contractor's host facility shall be multi-media capable, to include a conference room speaker phone, a large screen with computer projector that the planned number of attendees can see and able to accommodate up to 20 Government attendees. The contractor shall ensure appropriate Subject Matter Experts (SMEs) are available to advise and answer questions.

C.1.1.9 The contractor shall conduct bi-monthly (every two months) Technical Interchange Meetings (TIMs) commencing 30 days after the SOWM.

C.1.1.10 The contractor shall conduct IPT round table meetings monthly as a minimum, or as mutually agreed between the Government and contractor.

C.1.1.11 The contractor shall submit a monthly Cost Status Report IAW CDRL A0001.

C.1.1.12 The contractor shall develop, maintain, and submit a contractor developed, logic driven schedule for each authorized task IAW CDRL A0002.

C.1.1.13 The contractor shall provide an executive summary, lessons learned, and a summary of activities conducted throughout the project as part of the final report IAW CDRL A0003.

C.1.2 FFV System Design Concepts

The objective of this SOW element is to conduct trade studies that optimize vehicle designs based on Government provided criteria, leverage the results of the trade studies to develop system-level design concept excursions, and provide system level feedback, supported by system analysis on the FFV design.

During the effort covered by this SOW:

C.1.2.1 The contractor shall conduct trade studies, functional and system analysis including modeling and simulation, affordability studies to address performance, risk, and cost trades for the development of system design concepts.

C.1.2.2 The contractor shall produce system design concepts, each optimized from a different perspective as listed below:

Soldier size mix and the quantity of the Dismounted Soldier

Turret configuration to include Manned, Man-Accessible, and Remote

C.1.2.3 The contractor shall use the GCV TD phase Infantry Fighting Vehicle (IFV) Hybrid-Electric system design as the starting baseline to support the system concept design excursions.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 7 of 44
	PIIN/SIIN W56HZV-14-C-0128	MOD/AMD

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

C.1.2.4 The contractor shall use the 2015 Central 90 Percent Accommodation U.S Army Soldier Boundary Mannequin Set (Attachment 0003) provided by the Government to inform the system design concepts.

C.1.2.5 The contractor shall use the GCV IFV Stowage List, dated 17 May 2013, for the weights and soldier ensembles to ensure adequate space and weights are utilized to inform the system concept designs (Attachment 0004).

C.1.2.6 The contractor shall analyze the affected GCV Performance Specification requirements (Attachment 0002 and classified annex) for the development of the FFV system design concepts and deliver recommended adjustments that can be made to these requirements based on performance and capabilities that the contractor-developed system design concepts provide. The contractor shall use Dynamic Object Oriented Requirements System (DOORS) software version number 9.2 or newer. The recommended Performance Specification adjustments submission shall also be prepared and delivered in DOORS database format and exported Excel file, delivered per C.1.1.7.

C.1.2.7 The contractor shall prepare and deliver, for each FFV system design concept developed, the following:

Fully assembled 3D CAD models and drawing files using PTC Pro/Engineer, no less than version - Wildfire 4.0 and no more than version - Creo 2.0 M050, and either Creo View MCAD or ProductView (A0004). The contractor shall be responsible for the accurate conversion of the CAD models from its native format into the requested formats. Delivery of CAD models will be deemed accepted only if opened properly without errors.

Design concept level product structure/Bill of Material (BOM) of all elements (level 3 or 4, as appropriate) including allocated and actual values of weight, volume, power, thermal and cost (A0005), assessed capability change against GCV IFV performance requirements, delivered per C.1.1.7., trade studies results including the inputs and outputs of the trade study tool, delivered per C.1.1.7., modeling and Simulation analysis of system and subsystems performance to include inputs, output results, assumptions and limitations for each analysis, delivered per C.1.1.7., maturity and capability assessments for technologies listed in the product structure to meet claimed capabilities of the system design concept, delivered per C.1.1.7., risk assessment for the system design concepts, delivered per C.1.1.7., cost impact assessment of the design concepts, delivered per C.1.1.7., and descriptions and narratives of all activities that lead to the system design concepts be part of the final report (A0003).

C.1.3 Technology Assessment for FFV

The objective of this SOW element is to develop technical, cost impact, and risk assessments of the Government S&T efforts, including the CVP identified technologies, as well as the private industry developed component and subsystem technologies against their system designs.

C.1.3.1 The contractor shall participate in four kick-off meetings, each lasting no more than four hours, with members of the Government CVP program and PdM FFV. Each kick-off meeting shall cover a different functional area within the CVP program, to include Mobility, Lethality, Survivability, and Vehicle Electronics Architecture (VEA).

C.1.3.2 The contractor shall be embedded as participating members of the Government lead S&T community Integrated Product Team (IPT) that includes supporting monthly meetings (one hour per functional area, either face-to-face or via phone/DCO) of the CVP Mobility, Lethality, Survivability, and VEA IPTs and interacting with their accompanying lower IPTs. The contractor must enter into non disclosure agreements with the Government S&T contractors to comply with all proprietary information.

C.1.3.3 The contractors assessment shall quantify the technical, cost and risk impact(s) of inserting available CVP technologies, or projected characteristics of technologies not yet available, into their design with respect to SWAP-C (and other subsystem impacts). The assessment shall be delivered as part of the Final Report (A0003).

C.1.4 Technology Maturation for FFV

The objective of this SOW element is to mature selected integrated subsystems by leveraging GCV TD phase assets with high potential for future incorporation into FFV and inform S&T efforts, to include the CVP.

Contractor will show best effort during testing in accordance with the performance requirements stipulated in Attachment 0006 and Attachment 0012. All proposed test deviations from the requirements shall be submitted in the proposal submission to the government for approval. The test deviation request shall provide rationale for why the full requirement cannot be tested and cannot commence the test until approval of the government.

C.1.4.1 The contractor shall conduct functional and performance testing utilizing the Government Furnished Material (GFM) hybrid-electric Automotive Test Rigs (ATR) (Attachment 0011) to demonstrate the Government stipulated automotive performance requirements (Attachment 0006) utilizing JP8 fuel and ballasted to the designs Full Combat Configuration (FCC) weight. All ATR performances shall be done at ambient temperatures no less than 59 degree Fahrenheit (oF).

C.1.4.1.1 The contractor shall prepare a Propulsion System Data Sheets (Attachment 0005) against the test asset that will be tested during this contract and shall provide additional updates to the Propulsion System Data Sheets as required throughout the contract. The contractor shall prepare and deliver this information per C.1.1.7 at the time of the test plan delivery (see section C.1.4.1.3).

C.1.4.1.2 The contractor shall utilize existing GFM spares and assets (Attachment 0011) from the GCV TD contract to the best extent possible.

C.1.4.1.3 The contractor shall develop and deliver a performance test plan that describes the performance tests, resources, schedule, and execution. The test plan shall address test entrance/exit criteria, test support products and identify the facilities and resources that are required to support the test objectives, as a minimum. Also, the test plan shall include a description of embedded and external instrumentation, which uses maximum commonality of instrumentation (A0007).

C.1.4.1.4 The Government personnel shall be afforded opportunities to observe and monitor, on a non-interference basis, all test activities and notified at least fourteen (14) days before testing activities. The contractor shall provide daily test updates with status of tests conducted that day, summaries of any test data obtained, delivered per C.1.1.7. The contractor shall provide any necessary training required for government oversight of the testing, at the test site.

C.1.4.1.5 The contractor shall provide Safety Assessment Reports (SAR), to summarize safety and health hazard data, provide a

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

comprehensive evaluation of the safety and health risks, and identify procedures/precautions required for safe use of the system/subsystem. (A0008)

C.1.4.1.6 The contractor shall develop and implement a Failure Reporting, Analysis, and Corrective Action System (FRACAS). The contractor shall perform root cause analysis, path forward recommendations, and corrective action (if achievable) on test incidents utilizing techniques and methodologies in accordance with GEIA-STD-0009. The contractor shall deliver the FRACAS data to the Government which will contain the following, delivered per C.1.1.7:

- Detailed descriptions of all test and field failures, to include hardware and software
- Analyses of failure mode and root-cause failure mechanisms
- Path forward recommendations on failures
- Implemented corrective actions, if achievable
- Lessons learned

C.1.4.2 The contractor shall conduct performance testing utilizing the hybrid-electric integrated propulsion subsystem to demonstrate the capability and maturity of integrated component and subsystem technologies against the Government stipulated Propulsion System Test (Attachment 0012) utilizing JP8 fuel.

C.1.4.2.1 The contractor shall prepare a Propulsion System Data Sheets (Attachment 0005) against the asset that will be tested during this contract and shall provide additional updates to the Propulsion System Data Sheets as required throughout the contract. The contractor shall prepare and deliver this information per C.1.1.7 at the time of the test plan delivery (see section C1.4.2.3).

C.1.4.2.2 The contractor shall utilize existing spares and assets from the GCV TD contract to the best extend possible, including GFM (Attachment 0011).

C.1.4.2.3 The contractor shall develop and deliver a performance test plan that describes the performance tests, resources, schedule, and execution. The test plan shall address test entrance/exit criteria, test support products and identify the facilities and resources that are required to support the test objectives, as a minimum. Also, the test plan shall include a description of embedded and external instrumentation, which uses maximum commonality of instrumentation (A0007).

C.1.4.2.4 The Government personnel shall be afforded opportunities to observe and monitor, on a non-interference basis, all test activities and notified at least seven (7) days before testing activities. The contractor shall provide daily test updates with status of tests conducted that day, summaries of any test data obtained, delivered per C.1.1.7. The contractor shall provide any necessary training required for government oversight of the testing, at the test site.

C.1.4.2.5 The contractor shall provide Safety Assessment Reports (SAR), to summarize safety and health hazard data, provide a comprehensive evaluation of the safety and health risks, and identify procedures/precautions required for safe use of the system/subsystem. (A0008)

C.1.4.2.6 The contractor shall develop and implement a Failure Reporting, Analysis, and Corrective Action System (FRACAS). The contractor shall perform root cause analysis, path forward recommendations, and corrective action (if achievable) on test incidents utilizing techniques and methodologies in accordance with GEIA-STD-0009. The contractor shall deliver the FRACAS data to the Government which will contain the following, delivered per C.1.1.7:

- Detailed descriptions of all test and field failures, to include hardware and software
- Analyses of failure mode and root-cause failure mechanisms
- Path forward recommendations on failures
- Implemented corrective actions, if achievable
- Lessons learned

C.1.4.3 The contractor shall prepare and deliver a test report (A0009) that describes all test activities, procedures, and results.

C.2. Security

C.2.1 Security Requirements

The contractor shall provide for the security of classified and unclassified information, data, hardware, and software generated for the program or provided to the program. The contractor shall comply with and provide security procedures and processes to satisfy the security requirements identified in the Security Classification Guide (SCG) for Ground Combat Vehicle (GCV) dated 24 January 2012 and Change 1 to the GCV SCG dated 23 August 2013 (Attachment 0010), DD Form 254 (Attachment 0009), CDRLs, and F Deliverables. 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 ensure the security requirements and guidelines contained in this SOW are flowed down to U.S. subcontractors, teammates and consultants. The contractor shall comply with the security requirements imparted by the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22-M, 28 Feb 2006.

C.2.2 Public Release requests

The contractor shall not release any FFV or GCV program information regarding the work performed under this contract outside of (i) the United States Government, (ii) its own facility, (iii) its subcontractors performing FFV work at any tier, (iv) associate contractors, at any tier, and (v) any other individual or entity that is contractually bound to protect FFV program information from public release without first obtaining approval for Public Release. FFV information is any Program information on the FFV or GCV effort. Refer to the GCV SCG (Attachment 0010) on public release of information for additional information.

The contractor shall screen all information submitted for determination of public release to ensure it is both unclassified and technically accurate. The contractor shall send all such requests for public-release approval to the PCO. The PCO will, after appropriate review, either authorize or reject the request to disseminate project information publicly. Note that authorization may be given contingent on specified changes being made to the material for which public release has been requested. Subcontractors and

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 44****PIIN/SIIN** W56HZV-14-C-0128**MOD/AMD****Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS, L.P.

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 September30. 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]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0128 MOD/AMD	Page 11 of 44
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.		

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. Any costs resulting in damage or loss from packaging and packing issues will be borne by the Contractor.

D.1.2 Software and data shall be marked with the name and address of the receiving office, content and contract number. All technical data deliverables under this contract shall be marked by the prime contractor to identify the name and address of the prime contractor, the contract number, and where applicable, the name and address of the subcontractor who generated the data. The contractor shall also mark the name and address of the receiving office, content and contract number.

*** END OF NARRATIVE D0001 ***

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

Page 12 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-2	52.246-8	INSPECTION OF RESERACH AND DEVELOPMENT--COST REIMBURSEMENT (MAY 2001) -- ALTERNATE I (APR 1984)	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]

E.1 INSPECTION/ACCEPTANCE POINT FOR DATA DELIVERABLES

E.1.1 Inspection and acceptance of the data deliverables shall be made at the destination(s) set forth in the CDRLs in Exhibit A of this contract.

*** END OF NARRATIVE E0001 ***

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

Page 13 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-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.1 DELIVERIES AND PERFORMANCE

F.1.1 DATA DELIVERABLES

The referenced paragraphs below may be found in the Statement of Work.

F.1.2 The Performance Specification Adjustments required by SOW C.1.2.6 shall be delivered via AMRDEC 90 days and 150 days after the period of performance start date.

F.1.3 The Assessed Capability Change required by SOW C.1.2.7 shall be delivered via AMRDEC 90 days and 150 days after the period of performance start date.

F.1.4 The Trade Studies required by SOW C.1.2.7 shall be delivered via AMRDEC 90 days and 150 days after the period of performance start date.

F.1.5 The Modeling and Simulation required by SOW C.1.2.7 shall be delivered via AMRDEC 90 days and 150 days after the period of performance start date.

F.1.6 The Maturity/Capability Assessments required by SOW C.1.2.7 shall be delivered via AMRDEC 90 days and 150 days after the period of performance start date.

F.1.7 The Risk Assessment required by SOW C.1.2.7 shall be delivered via AMRDEC 90 days and 150 days after the period of performance start date.

F.1.8 The Cost Impact Assessment required by SOW C.1.2.7 shall be delivered via AMRDEC 90 days and 150 days after the period of performance start date.

F.1.9 The Daily Test Updates required by SOW C.1.4.2.4 shall be delivered via AMRDEC daily.

F.1.10 The Failure Reporting, Analysis, and Corrective Action System(FRACAS) required by SOW C.1.4.2.6 shall be delivered via AMRDEC as needed.

*** END OF NARRATIVE F0001 ***

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

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ AMS CD/ LINE MIPR/	OBLG	JO NO/	ACRN	OBLIGATED
<u>ITEM</u> <u>GFEBs ATA</u>	<u>STAT</u>	<u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>AMOUNT</u>
0001AA 7P4461141A	1	R.0010423.35.4	AA	\$ 3,871,000.00
TOTAL				\$ 3,871,000.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	OBLIGATED
<u>AA</u>	<u>021 201420152040</u>	<u>AMOUNT</u>
A5XGQ 655625FC8FPSV	2550 L036344905 R.0010423.35.4	021001 \$ 3,871,000.00
TOTAL		\$ 3,871,000.00

<u>LINE</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	OBLIGATED
<u>ITEM</u>	<u>AA</u>	<u>021 201420152040</u>	<u>AMOUNT</u>
0001AA	AA	A5XGQ 655625FC8FPSV 2550 L036344905 R.0010423.35.4	021001

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
-----	--	----------

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

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

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

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

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

Cost Voucher

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

N/A

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

Page 15 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

(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	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S2305A
Inspect By DoDAAC	S2305A
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.

Kenneth.cummings@dcma.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: Natalie Dunbar
E-mail: natalie.l.dunbar2.civ@mail.mil

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

ACO: Kenneth Cummings
E-mail: kenneth.cummings@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 52.227-4004 RELEASE OF INFORMATION

OCT/2012

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

Page 16 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf

[End of Clause]

G-4 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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

Page 17 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 18 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

SECTION I - CONTRACT CLAUSES

	<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	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
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	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-28	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2014
I-29	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-30	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-31	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-35	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-36	52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY/2014
I-37	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT	MAY/2014
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-40	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-41	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-42	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-43	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-44	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-45	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-46	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-47	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-48	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-49	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-50	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-51	52.232-1	PAYMENTS	APR/1984
I-52	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-53	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-54	52.232-11	EXTRAS	APR/1984
I-55	52.232-17	INTEREST	MAY/2014
I-56	52.232-20	LIMITATION OF COST	APR/1984

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 19 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-57	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- 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	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-61	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-62	52.233-1	DISPUTES	MAY/2014
I-63	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-64	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-65	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-66	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-67	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-68	52.242-13	BANKRUPTCY	JUL/1995
I-69	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-70	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-71	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2014
I-72	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-73	52.245-9	USE AND CHARGES	APR/2012
I-74	52.246-23	LIMITATION OF LIABILITY	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	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-93	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
I-94	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-95	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-96	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-97	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-98	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-99	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-100	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-101	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-102	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-103	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-104	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-105	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-106	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-107	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-108	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-109	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-110	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-111	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-112	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-113	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-114	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-115	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-116	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-117	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-118	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-119	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-120	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-121	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-122	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-123	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-124	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-125	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-126	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-127	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-128	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-129	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-130	252.235-7003	FREQUENCY AUTHORIZATION--BASIC	MAR/2014
I-131	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-132	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-133	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-134	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-135	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-136	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-137	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-138	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-139	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-140	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-141	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-142	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-143	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-144	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-145	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
I-146	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-147	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-148	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

(a) Invoicing.

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

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

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

(b) Reimbursing costs.

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

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

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

Page 21 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

(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:

(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

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

Page 22 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

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.

(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.

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

(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.

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

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause,

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 24 of 44
	PIIN/SIIN W56HZV-14-C-0128 MOD/AMD	

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

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-149 52.216-23 EXECUTION AND COMMENCEMENT OF WORK APR/1984

The Contractor shall indicate acceptance of this letter contract by signing one copy of the contract and returning the copy to the Contracting Officer not later than close of business 13 August 2014. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of Clause)

I-150 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$3,871,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$3,871,000 dollars.

(End of Clause)

I-151 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 before the contract period of performance end date.

(End of Clause)

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

I-152 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990
(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0% or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-153 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/2014
In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
TBD	_TBD_

(End of Clause)

I-154 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 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;

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

Page 26 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

(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.

(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.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 27 of 44
	PIIN/SIIN W56HZV-14-C-0128	MOD/AMD
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.		

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-155 52.244-2 SUBCONTRACTS OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's 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 Officer's written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following 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.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's 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 subcontractor's 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;

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 28 of 44
	PIIN/SIIN W56HZV-14-C-0128 MOD/AMD	
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.		

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's 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 subcontractor's 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 Contractor's 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 Contractor's 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 Contractor's 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: N/A

(End of clause)

I-156 252.203-7004 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 a 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.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 29 of 44
	PIIN/SIIN W56HZV-14-C-0128	MOD/AMD

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

(End of clause)

I-157 252.217-7027 CONTRACT DEFINITIZATION DEC/2012

(a) A Cost Plus Fixed Fee contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Cost Plus Fixed Fee proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Projected Award Date of UCA: 13 August 2014
 Projected Date to Receive Qualifying Proposal, including required Cost or Pricing Data: 15 September 2014
 Projected Date to Start Negotiations: 15 October 2014
 Projected Date of Completion of Negotiations and Receipt of Certificate of Current Cost or Pricing Data: 07 November 2014
 Projected Date of Receipt of Subcontracting Plan: 14 November 2014
 Estimated Date of Contract Definitization: 21 November 2014

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officers determination of price or fee, the contract shall be governed by

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officers determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost/price ceiling in no event to exceed \$7,900,000.

(End of clause)

I-158 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the US Army Contracting Command-Warren under Contract No. W56HZV-14-C-0128.

(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 US Army.

(End of clause)

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

Page 30 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

I-159 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

APR/2010

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

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

Page 31 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies,

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 32 of 44
	PIIN/SIIN W56HZV-14-C-0128 MOD/AMD	

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

the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-160 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each 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-161 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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 33 of 44
	PIIN/SIIN W56HZV-14-C-0128 MOD/AMD	

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

primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

I-162 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.

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

"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:

(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;

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

(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, 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;

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

(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.

(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.

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

Page 37 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

(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.

(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

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

Page 38 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

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

(1) 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.

(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.

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

Page 40 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

(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-165 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-166 52.230-2 COST ACCOUNTING STANDARDS

MAY/2014

(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

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

Page 41 of 44

PIIN/SIIN W56HZV-14-C-0128

MOD/AMD

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

the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

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

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

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

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

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

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

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(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-167

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 42 of 44
	PIIN/SIIN W56HZV-14-C-0128 MOD/AMD	

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

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

(End of Clause)

I-168 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-169 252.223-7001 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 this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.) ACT

_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-170 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 43 of 44
	PIIN/SIIN W56HZV-14-C-0128 MOD/AMD	
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.		

submissions shall be in the formats and media described in the website:

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

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

(c) The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

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

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

[End of Clause]

I-171 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

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

or

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

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

[End of Clause]

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

Page 44 of 44

PIIN/SIIN W56HZV-14-C-0128

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)			
Exhibit B	DATA ITEM DESCRIPTION (DID)			
Attachment 0001	STATEMENT OF WORK			
Attachment 0002	PSPEC			
Attachment 0003	SOLDIER BOUNDARY MANNEQUIN SET			
Attachment 0004	GCV IFV STOWAGE LIST			
Attachment 0005	PROPULSION SYSTEM DATA SHEET			
Attachment 0006	MOBILITY PERFORMANCE SPEC			
Attachment 0007	RESERVED			
Attachment 0008	RESERVED			
Attachment 0009	DD 254 - REV 1			
Attachment 0010	SECURITY CLASSIFICATION GUIDE FOR GCV			
Attachment 0011	GFE, MATERIAL AND SOFTWARE			
Attachment 0012	PROPULSION SYSTEM TEST			
Attachment 0013	CUI INSTRUCTION			
Attachment 0014	GCV OPSEC PLAN			

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

Reserved.

Reserved.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD.