

| | | | | | | |
|--|--|--|---|---------------|--------------------|--------------|
| AWARD/CONTRACT | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA4 | Page 1 | Of 63 | Pages |
| 2. Contract (Proc. Inst. Ident.) No. W56HZV-14-C-0238 | | 3. Effective Date 2014SEP17 | 4. Requisition/Purchase Request/Project No. SEE SCHEDULE | | | |
| 5. Issued By U.S. ARMY CONTRACTING COMMAND TRISHA DEMARTINO WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL | | Code W56HZV | 6. Administered By (If Other Than Item 5) DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG 4-A P.O. BOX 11427 PHILADELPHIA PA 19111-0427 | | Code S3915A | |

e-mail address: TRISHA.L.DEMARTINO.CIV@MAIL.MIL

| | | | |
|---|--|---|--|
| 7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BAE SYSTEMS LAND & ARMAMENTS L.P. 1100 BAIRS RD YORK, PA 17408-8975 | | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) | |
| | | 9. Discount For Prompt Payment | |
| Code 06085 | | 10. Submit Invoices (4 Copies Unless Otherwise Specified) | |
| Facility Code | | Item 12 | |
| | | To The Address Shown In: | |

| | | | | | |
|---|--|-------------|--|--|--------------------|
| 11. Ship To/Mark For SEE SCHEDULE | | Code | 12. Payment Will Be Made By DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266 | | Code HQ0337 |
|---|--|-------------|--|--|--------------------|

| | | | | | |
|---|--|---|--|--|--|
| 13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)() | | 14. Accounting And Appropriation Data SEE SECTION G | | | |
|---|--|---|--|--|--|

| 15A. Item No. | 15B. Supplies/Services | 15C. Quantity | 15D. Unit | 15E. Unit Price | 15F. Amount |
|--|------------------------|---------------|-----------|-----------------|-----------------|
| SEE SCHEDULE | | | | | |
| 15G. Total Amount Of Contract → | | | | | \$28,467,874.64 |

| (X) | Sec. | Description | Page(s) | (X) | Sec. | Description | Page(s) |
|-----------------------|------|---------------------------------------|---------|---|------|---|---------|
| Part I - The Schedule | | | | Part II - Contract Clauses | | | |
| X | A | Solicitation/Contract Form | 1 | X | I | Contract Clauses | 41 |
| X | B | Supplies or Services and Prices/Costs | 4 | Part III - List Of Documents, Exhibits, And Other Attachments | | | |
| X | C | Description/Specs./Work Statement | 18 | X | J | List of Attachments | 63 |
| X | D | Packaging and Marking | 24 | Part IV - Representations And Instructions | | | |
| X | E | Inspection and Acceptance | 25 | | K | Representations, Certifications, and Other Statements of Offerors | |
| X | F | Deliveries or Performance | 30 | | L | Instrs., Conds., and Notices to Offerors | |
| X | G | Contract Administration Data | 36 | | M | Evaluation Factors for Award | |
| X | H | Special Contract Requirements | 39 | | | | |

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

| | |
|---|---|
| 17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) |
|---|---|

| | | | |
|--|-------------------------|--|--------------------------------------|
| 19A. Name And Title Of Signer (Type Or Print) | | 20A. Name Of Contracting Officer RAENA SWANSON RAENA.R.SWANSON.CIV@MAIL.MIL (586)282-7087 | |
| 19B. Name of Contractor | 19c. Date Signed | 20B. United States Of America | 20C. Date Signed 2014SEP17 |
| By _____ (Signature of person authorized to sign) | | By _____ /SIGNED/ (Signature of Contracting Officer) | |

| | | |
|---|--|---------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 2 of 63 |
| | PIIN/SIIN W56HZV-14-C-0238 MOD/AMD | |
| Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P. | | |

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: TRISHA DEMARTINO
 Buyer Office Symbol/Telephone Number: CCTA-AHR-A/(586)282-9452
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: B
 Weapon System: Howitzer,heavy,fulltracked,SP,105MM,M109
 Contract Expiration Date: 2018MAR31

*** End of Narrative A0000 ***

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

| | | | |
|-----|-------------|---------------------|----------|
| A-1 | 52.204-4850 | ACCEPTANCE APPENDIX | SEP/2008 |
|-----|-------------|---------------------|----------|

(a) Contract Number W56HZV-14-C-0238 is awarded to BAE Systems Land & Armaments L.P.

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

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

(d) The contractor's subcontracting plan dated 11 September 2014 is incorporated into the contract by reference.

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

[End of Clause]

| | | | |
|-----|-------------|--|----------|
| A-2 | 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]

Contract: W56HZV-14-C-0238

Amount of this action: \$28,467,874.64

Purpose: Firm Fixed Price contract for the Paladin Fire Control System (PFCS)

1. The following Contract Line Item Numbers (CLINs) are established:

- CLIN 1001AA, PFCS Capability, funded in the amount of \$24,756,962.64;
- CLIN 1002AA, ASL Spares, funded in the amount of \$1,567,261.00;
- CLIN 1003AA, SAIP, funded in the amount of \$1,958,126.00;
- CLIN 1004AA, FMNET/OPNET Training, funded in the amount of \$185,525.00;
- CLIN 1005AA, CDRs, Not Separately Priced.

2. The following option CLINs are established:

- CLIN 2001AA, PFCS Capability Unexercised Option 1, in the amount of \$18,629,227.00;
- CLIN 2002AA, ASL Spares Unexercised Option 1, in the amount of \$2,576,945.00;
- CLIN 2003AA, SAIP Unexercised Option 1, in the amount of \$2,208,246.00;
- CLIN 2004AA, FMNET/OPNET Training Unexercised Option 1, in the amount of \$178,555.00;

| | | |
|---------------------------|--|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0238 MOD/AMD | Page 3 of 63 |
|---------------------------|--|----------------------------|

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

CLIN 2005AA, CDRLs Unexercised Option 1, Not Separately Priced;
CLIN 3001AA, PFCS Capability Unexercised Option 2, in the amount of \$13,774,473.00;
CLIN 3002AA, ASL Spares Unexercised Option 2, in the amount of \$794,367.00;
CLIN 3003AA, SAIP Unexercised Option 2, in the amount of \$1,985,260.00;
CLIN 3004AA, FMNET/OPNET Training Unexercised Option 2, in the amount of \$92,949.00;
CLIN 3005AA, CDRLs Unexercised Option 2, Not Separately Priced.

3. The parties are aware that a price reduction for material bundling under Option 1 and 2 has yet to be determined at time of award. However, due to time constraints and the need to expedite award, the parties agree to negotiate the reduction amount after initial award but no later than 31 Oct 14 or as extended by the Contracting Officer. Details on the material bundling reduction provision are located in section H.2.
4. The base deliveries extend through 30 November 2017.
5. Small Business Subcontracting Plan dated 11 September 2014 is hereby incorporated into the contract by reference.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0238 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1001 | PFCS HW AND INSTALL NSN: 9999-99-999-9999 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1001AA | <p><u>PALADIN FIRE CONTROL SYSTEM (PFCS) CAPABILITY</u></p> <p>COMMODITY NAME: PFCS HW AND INSTALL CLIN CONTRACT TYPE: Firm Fixed Price PRON: 7226P01072 PRON AMD: 01 ACRN: AA PSC: 2350</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.1, C.5, C.7.1, C.7.2, C.8, and C.9.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV4234D075</td> <td>Y00000</td> <td>M</td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>68</td> <td>30-SEP-2017</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>The contractor shall deliver installed PFCS capability on 68 M109A6 Paladin vehicles in accordance with the schedule in Attachment 0002 - Installation and Training Schedule.</p> <p>The final date of installations for CLIN 1001AA is 30 September 2017.</p> <p>(End of narrative F001)</p> | DOC | SUPPL | | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> <u>TP CD</u> | 001 | W56HZV4234D075 | Y00000 | M | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | 001 | 68 | 30-SEP-2017 | | | 68 | EA | \$ 364,072.98000 | \$ 24,756,962.64 |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | W56HZV4234D075 | Y00000 | M | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 68 | 30-SEP-2017 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0238 MOD/AMD

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|---|-----------------|--------|------------|--------|--|--|--------|----------|------|--------|----------|-------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|--|--|--|-----|---|-------------|--|--|--|---|----|------------------|-----------------|
| 1002 | PFCS 4 ASL SPARES NSN: 9999-99-999-9999 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1002AA | <p>ASL SPARES _____</p> <p>COMMODITY NAME: PFCS 4 ASL SPARES CLIN CONTRACT TYPE: Firm Fixed Price PRON: 7226P01172 PRON AMD: 01 ACRN: AB PSC: 2350</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W56HZV4234D076</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>4</td> <td>31-JUL-2017</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>The contractor shall deliver 4 EA of ASL Spares in accordance with the schedule in Attachment 0002 - Installation and Training Schedule.</p> <p>Reference C.3.2 for part numbers and description that make up 1 EA of ASL Spares.</p> <p>The final date of deliveries for CLIN 1002AA is 31 July 2017.</p> | DOC | | SUPPL | | | | REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | 001 | W56HZV4234D076 | Y00000 | M | | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | 001 | 4 | 31-JUL-2017 | | | | 4 | EA | \$ 391,815.25000 | \$ 1,567,261.00 |
| DOC | | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | W56HZV4234D076 | Y00000 | M | | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 4 | 31-JUL-2017 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|--|-----------------|---------------|-----------------|--------|--|---------------|-----------------|-------------|---------------|-----------------|-----|----------------|--------|---|---|-------------------|-----------------|-----------------|--|--|-----|---|-------------|--|--|---|----|------------------|-----------------|
| | (End of narrative F001) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1003 | PFCS SAIP SPARES NSN: 9999-99-999-9999 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1003AA | <p><u>SPARES ACQUIRED IN PRODUCTION</u></p> <p>COMMODITY NAME: PFCS SAIP SPARES CLIN CONTRACT TYPE: Firm Fixed Price PRON: 7226P01272 PRON AMD: 01 ACRN: AC PSC: 2350</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>W56HZV4234D077</td> <td>W25G1U</td> <td>J</td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>5</td> <td>30-APR-2017</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SR W1BG DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND, PA, 17070-5002</p> <p>The contractor shall deliver 5 EA of SAIP Spares in accordance with SOW C.3.2.</p> <p>Reference C.3.2 for part numbers and description that make up 1 EA of SAIP Spares.</p> <p>The final date of deliveries for CLIN 1003AA is 30 April 2017.</p> | DOC | SUPPL | | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | 001 | W56HZV4234D077 | W25G1U | J | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | 001 | 5 | 30-APR-2017 | | | 5 | EA | \$ 391,625.20000 | \$ 1,958,126.00 |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | W56HZV4234D077 | W25G1U | J | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 5 | 30-APR-2017 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | |
|---------------|--|-------------|------|------------|---------------|-----------------|-------------|-----|---|-------------|---|----|--|---------------|
| | (End of narrative F001) | | | | | | | | | | | | | |
| 1004 | PFCS FMNET AND OPNET | | | | | | | | | | | | | |
| 1004AA | <p><u>FMNET/OPNET TRAINING</u></p> <p>SERVICE REQUESTED: PFCS FMNET AND OPNET CLIN CONTRACT TYPE: Firm Fixed Price PRON: 7226P01372 PRON AMD: 01 ACRN: AD PSC: 2350</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.7.3.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> Period of Performance Start Date: 18-SEP-2014 End Date: 30-SEP-2017</p> <table border="0" data-bbox="261 1289 769 1365"> <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>30-SEP-2017</td> </tr> </table> <p>\$ 185,525.00</p> <p>The contractor shall conduct FMNET and OPNET training at the times and locations specified in Attachment 0002 - Installation and Training Schedule.</p> <p>The final date of FMNET and OPNET training for CLIN 1004AA is 30 September 2017.</p> <p>(End of narrative F001)</p> | DLVR SCH | | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | 30-SEP-2017 | 1 | LO | | \$ 185,525.00 |
| DLVR SCH | | PERF COMPL | | | | | | | | | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | | | | | | | | | | | | |
| 001 | 1 | 30-SEP-2017 | | | | | | | | | | | | |
| 1005 | PFCS CDRLS | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0238 MOD/AMD

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | |
|---------------|---|-------------|------|-------------------------|-------------------------|-----------------|-------------|-----|---|-------------|---|----|--|-------------------------------|
| 1005AA | <p><u>CONTRACT DATA REQUIREMENTS LIST (CDRLS)</u></p> <p>SERVICE REQUESTED: PFCS CDRLS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2350</p> <p>Reference Section J for listing of required CDRLS and delivery dates.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> Period of Performance Start Date: 17-DEC-2014 End Date: 30-NOV-2017</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;"></td> <td style="width: 40%;">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 style="text-align: center;">1</td> <td>30-NOV-2017</td> </tr> </table> | DLVR SCH | | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | 30-NOV-2017 | 1 | LO | | \$ <u> ** NSP **</u> |
| DLVR SCH | | PERF COMPL | | | | | | | | | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | | | | | | | | | | | | |
| 001 | 1 | 30-NOV-2017 | | | | | | | | | | | | |
| 2001 | INSTALLED PFCS CAPABILITY | | | | | | | | | | | | | |
| 2001AA | <p><u>PFCS CAPABILITY UNEXERCISED OPTION 1</u></p> <p>COMMODITY NAME: INSTALLED PFCS CAPABILITY CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2350</p> <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.1, C.5, C.7.1, C.7.2, C.8, and C.9.</p> <p style="text-align: center;">(End of narrative C001)</p> | 50 | EA | \$ <u>372,584.54000</u> | \$ <u>18,629,227.00</u> | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0238 MOD/AMD

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------------|-----------------|
| | <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 50 30-NOV-2017</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>The contractor shall deliver installed PFCS capability on 50 M109A6 Paladin vehicles in accordance with the schedule in Attachment 0002 - Installation & Training Schedule.</p> <p>The final date of installations for CLIN 2001AA is 30 November 2017.</p> <p>(End of narrative F001)</p> | | | | |
| 2002 | AUTHORIZED STOCKAGE LIST | | | | |
| 2002AA | <p><u>ASL SPARES UNEXERCISED OPTION 1</u></p> <p>COMMODITY NAME: AUTHORIZED STOCKAGE LIST CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2350</p> <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> | 7 | EA | \$ 368,135.00000 | \$ 2,576,945.00 |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|---|-----------------|---------------|-----------------|---------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|--|--|--|--|--|-------------------|-----------------|-----------------|--|--|--|-----|---|-------------|--|--|--|--|--|--|--|
| | <p>DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>6</td> <td>31-JUL-2017</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SR W1BG DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND, PA, 17070-5002</p> <p>The contractor shall deliver 6 EA of SAIP Spares in accordance with SOW C.3.2.</p> <p>Reference C.3.2 for part numbers and description that make up 1 EA of SAIP Spares.</p> <p>The final date of deliveries for CLIN 2003AA is 31 July 2017.</p> <p>(End of narrative F001)</p> | DOC | SUPPL | | | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | | | | | | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | 001 | 6 | 31-JUL-2017 | | | | | | | |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 6 | 31-JUL-2017 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2004 | FMNET/OPNET TRAINING | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2004AA | <p><u>FMNET/OPNET TRAINING UNEXERCISED OPTION 1</u></p> <p>SERVICE REQUESTED: FMNET/OPNET TRAINING CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2350</p> | 1 | LO | | \$ 178,555.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | |
|---------------|--|-------------|------|------------|-------------------------------|-----------------|-------------|-----|---|-------------|--|--|--|--|
| | <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.7.3.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-NOV-2017</td> </tr> </table> <p>The contractor shall conduct FMNET and OPNET training at the times and locations specified in Attachment 0002 - Installation and Training Schedule.</p> <p>The final date of FMNET and OPNET training for CLIN 2004AA is 30 November 2017.</p> <p>(End of narrative F001)</p> | DLVR SCH | | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | 30-NOV-2017 | | | | |
| DLVR SCH | | PERF COMPL | | | | | | | | | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | | | | | | | | | | | | |
| 001 | 1 | 30-NOV-2017 | | | | | | | | | | | | |
| 2005 | PFCS CDRLS | | | | | | | | | | | | | |
| 2005AA | <p><u>CONTRACT DATA REQUIREMENTS LIST (CDRLS)</u> <u>UNEXERCISED OPTION 1</u></p> <p>SERVICE REQUESTED: PFCS CDRLS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2350</p> <p>Reference Section J for listing of required CDRLS and delivery dates.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> | 1 | LO | | \$ <u> ** NSP **</u> | | | | | | | | | |

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0238 MOD/AMD

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|---|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|---|-------------|--|--|--|-------------------|-----------------|-----------------|--|--|--|-----|----|-------------|--|--|--|----|----|------------------|------------------|
| | <p><u>Deliveries or Performance</u> Period of Performance Start Date: 31-JAN-2015 End Date: 31-MAR-2018</p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-MAR-2018</td> </tr> </table> | DLVR SCH | | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | 31-MAR-2018 | | | | | | | | | | | | | | | | | | | |
| DLVR SCH | | PERF COMPL | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 1 | 31-MAR-2018 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3001 | INSTALLED PFCS CAPABILITY | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3001AA | <p><u>PFCS CAPABILITY UNEXERCISED OPTION 2</u></p> <p>COMMODITY NAME: INSTALLED PFCS CAPABILITY CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2350</p> <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.1, C.5, C.7.1, C.7.2, C.8, and C.9.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>36</td> <td>31-JAN-2018</td> <td colspan="3"></td> </tr> </table> FOB POINT: Destination SHIP TO:</p> | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | | | | | | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | 001 | 36 | 31-JAN-2018 | | | | 36 | EA | \$ 382,624.25000 | \$ 13,774,473.00 |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 36 | 31-JAN-2018 | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------------|---------------|
| | <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>The contractor shall deliver installed PFCS capability on 36 M109A6 Paladin vehicles in accordance with the schedule in Attachment 0002 - Installation and Training Schedule.</p> <p>The final date of installations for CLIN 3001AA is 31 January 2018.</p> <p>(End of narrative F001)</p> | | | | |
| 3002 | AUTHORIZED STOCKAGE LIST | | | | |
| 3002AA | <p><u>ASL SPARES UNEXERCISED OPTION 2</u></p> <p>COMMODITY NAME: AUTHORIZED STOCKAGE LIST CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2350</p> <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE</p> | 2 | EA | \$ 397,183.50000 | \$ 794,367.00 |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| | <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 5 31-OCT-2017</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SR W1BG DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND, PA, 17070-5002</p> <p>The contractor shall deliver 5 EA of SAIP Spares in accordance with SOW C.3.2.</p> <p>Reference C.3.2 for part numbers and description that make up 1 EA of SAIP Spares.</p> <p>The final date of deliveries for CLIN 3003AA is 31 October 2017.</p> <p>(End of narrative F001)</p> | | | | |
| 3004 | FMNET/OPNET TRAINING | | | | |
| 3004AA | <p><u>FMNET/OPNET TRAINING UNEXERCISED OPTION 2</u></p> <p>SERVICE REQUESTED: FMNET/OPNET TRAINING CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2350</p> <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.7.3.</p> <p>(End of narrative C001)</p> | 1 | LO | | \$ 92,949.00 |

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MOD/AMD

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| C-1 | 52.204-4003 (TACOM) | START OF WORK MEETING | SEP/2013 |

The contractor shall hold a start of work meeting in January 2015 at its facility, unless some other location is designated in the contract. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within 5 days after the meeting is held.

(End of Clause)

| | | | |
|-----|------------------------|--|----------|
| C-2 | 52.209-4020 (TACOM) | ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT | JUL/2014 |
|-----|------------------------|--|----------|

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 15 calendar days after completion of training AT Level I awareness training is available at <https://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>

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

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 60 calendar days of new employees commencing performance, with the results reported to the COR no later than 60 calendar days after contract award. Training may be obtained at <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>.

(End of Clause)

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

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

(End of Clause)

C.1 GENERAL: This Statement of Work (SOW) is for contractor support to include all personnel, equipment, materials, and non-personal services necessary to assemble, deliver, install, and train units on an updated Paladin Fire Control System (PFCS) on fielded M109A6 Paladin vehicles.

| | | |
|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 19 of 63 |
| | PIIN/SIIN W56HZV-14-C-0238 MOD/AMD | |
| Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P. | | |

C.1.1 Background: The need for PFCS is to replace the current obsolete fire control system to maintain interoperability of the Paladin fleet. The updated PFCS is comprised of a Paladin Digital Fire Control System Replacement (PDFCS-R) and a Dynamic Reference Unit Hybrid Replacement (DRUH-R). The DRUH-R electronically exchanges positioning data with the PDFCS-R, Vehicle Motion Sensor and external Global Positioning System (GPS) to provide accurate fire support to the field force. The PDFCS-R is an obsolescence-driven replacement to the current PDFCS used in the M109A6 Paladin that improves fire control processing, accuracy, and execution of precision-guided munitions as well as crew situational awareness. The DRUH-R is an obsolescence upgrade to the current DRUH, which is the surveying system used in the M109A6 Paladin.

C.1.2 Data Requirements: Data shall be delivered in accordance with the DD 1423 Contract Data Requirements List (CDRL) as set forth in Exhibit A.

C.1.3 Contracting Officer Representative (COR): The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the contracting officer to perform specific technical functions. The contractor will receive a copy of the COR appointment letter after delivery order award that will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract.

C.2 APPLICABLE DOCUMENTS: The contractor shall acquire and/or produce the necessary components, package, deliver, and install PFCS in accordance with the applicable documents, specifications and drawings detailed below:

C.2.1 Military Specifications:

| | |
|---------------|--|
| MIL-HDBK-61A | Configuration Management Guidance |
| MIL-HDBK-2155 | Failure Reporting Analysis and Corrective Action System |
| MIL-STD-130N | Identification, Markings of US Military Property |
| MIL-STD-2073 | Standard Practice for Military Packaging |
| MIL-STD-882E | Department of Defense (DoD) Standard Practice - System Safety |
| MIL-STD-882E | Task 301 DoD Standard Practice - System Safety (Task 301) |
| MIL-STD-31000 | DoD Standard Practice Technical Data Packages |
| ASME Y14.100 | Standard Practice for Engineering Drawings |
| MIL-STD-1629 | Procedures for Performing a Failure Mode, Effects and Criticality Analysis |

C.2.2 Federal Specifications:

| | | |
|-------------|-------------|--------------------------------|
| FED-STD-313 | Section 3.2 | Hazardous Materials Management |
|-------------|-------------|--------------------------------|

C.2.3 Performance Specifications:

| | | |
|-------------------|--|---|
| PRF13041434 | PDFCS-R Performance Spec | M109FOV |
| PRF13041438 | Paladin Digital Computer Unit Replacement (PDCU-R) | |
| PRF13041441 | Power Conditioning Unit Replacement (PCU-R) | |
| FBCB2-JV5BII-0001 | Performance Specification for Force XXI Battle Command | Brigade and Below (FBCB2) (Applique Joint Version 5 (JV5) Block II Computer System) |
| MIL-PRF-71185A | Dynamic Reference Unit Hybrid Replacement (DRUH-R) | |

C.2.4 Drawings: The contractor shall use the following key drawings and any drawings referenced within the drawings to perform the effort described in this SOW. The contractor shall contact the Contracting Officers Representative (COR) if copies are required:

| | |
|----------|--|
| 13041434 | PDFCS-R Installation |
| 13041435 | Modification Kit, PDFCS-R |
| 13041438 | Paladin Digital Computer Unit - Replacement (PDCU-R) |
| 13041441 | Power Conditioning Unit - Replacement (PCU-R) |
| 13041480 | Back-up Power Supply (BUPS) |

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

| | |
|----------|---|
| 13041518 | Processor Unit, JV5 |
| 13041520 | DB20, 128 GB Solid State Hard Drive (SSHD), JV5 |
| 13041470 | Display Unit (JV5) |
| 13041436 | Interconnection diagram PDFCS-R (M109A6) |
| 12553211 | Navigation Installation, Cab |
| 13041601 | Modification Kit, DRUH-R |
| 13041452 | Kit, DRUH-R with container |
| 13041437 | Kit, PDCU-R with container |
| 13041440 | Kit, PCU-R with container |
| 13041451 | Dynamic Reference Unit Hybrid Replacement (DRUH-R) |
| TBD | Maintenance Support Device Delta Kit (Complete Kit Part #13037356) Software Gold Drive |

C.2.5 Documents: Products of Contract W56HZV-07-C-0256, WD STS-P-12-03:

C.2.5.1 PFCS Modification Work Order 9-2350-314-50-x

C.2.5.2 Updated Electronic Training Manual (ETM) 9-2350-314-13&P

C.2.5.3 Updated Interactive Electronic Training Manual (IETM) 9-2350-314-10

C.2.5.4 Operator New Equipment Training (OPNET) and Maintenance New Equipment Training (MNET) Material

C.2.5.5 1301241601 PFCS Technical Data Package (Expected completion in FY14)

C.2.6 Industry Standards:

C.2.6.1 ISO 9001: 2008 Quality Management Systems Requirements

C.2.6.2 ANSI/NCSL Z540.3 Requirements for the Calibration of Measuring and Test Equipment

C.2.7 Army Regulations:

C.2.7.1 AR 25-400-2 The Army Records Information Management System (ARIMS)

C.3 REQUIREMENTS:

C.3.1 The contractor shall provide supplies and services necessary to install and field PFCS on M109A6 Paladin vehicles in accordance with Attachment 0002 - PFCS Installation and Training Schedule. PFCS shall contain components contained in the following drawings:

C.3.1.1 10341435 Modification Kit, Paladin Digital Fire Control System - Replacement (PDFCS-R)

C.3.1.2 13041601 Modification Kit, DRUH-R

C.3.1.2.1 The contractor shall notify the Government fielding manager if a DRUH is secured with a two piece mounting plate on any vehicle during initial inspection. The Government will provide the one piece DRUH mounting plate (NSN 5340-01-399-5824) as GFM in this instance and the contractor shall mount the DRUH-R using the one piece mounting plate.

C.3.2 The contractor shall acquire and deliver the spare parts referenced in the following table to support the fielding of PFCS. The contractor shall deliver the Spares Acquisition Integrated with Production (SAIP) spare parts to New Cumberland Army Depot, DODAAC W25G1U, prior to fielding in accordance with the quantities and schedule in Attachment 0002. The contractor shall deliver the Authorized Stockage List (ASL) spare parts in accordance with the quantities and fielding locations in Attachment 0002. The contractor shall package the PFCS components in accordance with MIL-STD-2073 - Standard Practice for Military Packaging, as well as the appropriate Special Packaging Instructions (SPI) listed in Section D. The spare part components of each SAIP and ASL lot identified in Attachment 0002 are as follows:

| Part Number | Rev Level | Description |
|-------------|-----------|--|
| 13041437 | - | Kit, PDCU-R with Container |
| 13041440 | - | Kit, PCU-R with Container |
| 13041447 | - | FIRE CONTROL LRM |
| 13041448 | - | PROG/DIAG LRM |
| 13041449 | - | SERVO I/O LRM |
| 13041450 | - | COMMON CARD LRM |
| 13041452 | - | DRUH-R with Container |
| 13041471 | - | O-RING, PDCU-R |
| 13041472 | - | COVER, PROTECTIVE |
| 13041473 | - | SCREW, CAP, SOCKET HEAD, PDCU-R (6 per lot) |
| 13041570 | - | LID ASSY, SPARE PDCU-R |
| 13041568 | - | SPRING, COMPRESSION (6 per lot) |

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS L.P.**C.4 GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT:**

C.4.1 The Government will provide the contractor with the components specified in Attachment 0001 as Government Furnished Material (GFM) in accordance with DFARS 245.103 and PGI 245.103-72.

C.5 PROGRAM MANAGEMENT:

C.5.1 The contractor shall execute a Program Management System to direct and control the work effort covered by this SOW that consists of; planning, controlling and monitoring the schedule, risk and technical objectives of this SOW.

C.5.2 Meeting Support, Schedule and Performance

C.5.2.1 Start of Work Meeting: The contractor shall host and conduct a Start of Work Meeting in January 2015 and shall provide the following; i) Meeting Agenda in accordance with CDRL A001, ii) Briefing Materials in accordance with CDRL A003 and iii) Meeting Minutes in accordance with CDRL A002. The contractor shall host the Start of Work Meeting at its facility.

C.5.2.2 Integrated Master Schedule: The contractor shall maintain, and provide monthly updates to the Government Integrated Master Schedule (IMS) in accordance with CDRL A004.

C.5.2.3 Production and Fielding Status Meetings: The contractor shall host and conduct monthly production and fielding status conference call meetings between the Government and contractor, for the contract period of performance and submit monthly Production and Fielding Status Reports in accordance with CDRL A005. Monthly production and fielding status conference call meetings shall begin 30 days after start of work meeting.

C.5.2.4 Cost Reporting: The contractor shall deliver Contract Cost Reports and Quarterly Cost Data submissions for each year of the contract to include the base year and option year in accordance with CDRL A006. The first submission shall be in January 2015.

C.6 CONFIGURATION CONTROL: Scope for PFCS configuration control and subsequent logistics impacts is not included under this PFCS effort.

C.7 INTEGRATED LOGISTIC SUPPORT:**C.7.1 Vehicle Retrofits:**

C.7.1.1 The contractor shall inspect and record the PDFCS and DRUH baseline prior to and following completion of all vehicle-level retrofits in order to support the installation effort. The inspection record for each vehicle shall be delivered in accordance with the Vehicle Close out Report - CDRL A021. The contractor shall conduct a technical inspection prior to start of work, removing the old hardware and installing the new hardware and software (including GFM) in accordance with the PFCS Modification Work Order (MWO) 9-2350-314-50-x developed under contract W56HZV-07-C-0256, WD STS-P-12-03. The contractor shall test and verify the installed hardware functions correctly in accordance with the MWO. The contractor shall diagnose and correct any defect or issue found at the component, system and vehicle level related to the PFCS retrofit as well as any equipment damaged during installation. The Government will support any issues associated with the Government-provided JV5 or Mounted Family of Computer Systems (MFOCS) and Government furnished software.

C.7.1.2 The contractor shall install the PDFCS-R tactical software using the Government furnished software gold drive at the latest software revision level supplied. The contractor shall package and return all hardware removed during the MWO retrofit to the unit at the installation location prior to departing the site. The contractor shall test and verify that the installed hardware functions correctly and shall perform vehicle-level acceptance testing in accordance with MWO 9-2350-314-50-x. The contractor shall diagnose and correct any nonconformance or issue found at the component, system and vehicle level related to the PFCS retrofit. The contractor shall repair or replace any item that is damaged or broken while the vehicle is in contractor custody, at no expense to the Government.

C.7.1.3 The contractor shall conduct joint inventory of all equipment with the gaining command. The contractor shall verify that the Property Book Unit Supply Enhanced (PBUSE) transaction for all class IX material and customer documentation is completed immediately after completion of the PFCS installation, while on site. The contractor shall create a tracking document to track part shortages until all work is completed under this contract in accordance with CDRL A007. The contractor shall provide hard copies of all hand receipts and a computer generated DA Form 3161 - Request for Issue or Turn In, to the Government fleet manager at each location in accordance with CDRL A008.

C.7.2 PFCS Fielding: The contractor shall field PFCS in accordance with the Attachment 0002 - PFCS Installation and Training Schedule. There shall be no more than one fielding per month.

C.7.3 Delta Operator New Equipment Training (OPNET) and Field Maintenance New Equipment Training (FMNET):

C.7.3.1 The contractor shall design and develop training courses/curriculum outlines, student training course guides, instruction/lesson

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guides and audio visual, master reproducible training courses in accordance with MIL PRF-29612, Army Regulation 350-1 and U.S. Army Training and Doctrine Command (TRADOC) Regulation 350-70, using the training support package from contract W56HZV-07-C-0256, WD STS-P-12-03. The contractor shall provide training to Instructors and Key Personnel at TRADOC, Support Unit and Ordnance School sites. The contractor shall conduct FMNET and OPNET training at the times and locations specified in Attachment 0002 PFCS Installation and Training Schedule. The contractor shall prepare both digital and paper copies of all training materials, lesson plans, Program of Instruction (POI) and presentation slides for distribution to students at each training event in accordance with CDRL A009. The contractor shall create a student record for each course which identifies names of students attending training, student score sheets if applicable, critique sheets and training after action reports. The contractor shall submit student records to the Training Manager and Unit Command in accordance with CDRL A010. The contractor shall ensure all ASL components used to support training are 100% operational upon completion of OPNET and FMNET training, which will be confirmed by the on-site Unit Command.

C.8 SECURITY:

C.8.1 Controlled Unclassified Information (CUI) Requirements: CUI provided to or generated pursuant to this contract shall be protected. The procedures for the protection of CUI are outlined in Attachment 0003 Additional Guidelines for CUI.

C.8.2 Protection and Disclosure of Information - Public Release Requests:

C.8.2.1 Except for M109A6 Paladin Program information previously approved for public release by the Government under the Program Manager Armored Brigade Combat Team (PM ABCT), the contractor shall not release any Paladin Program information regarding the work performed under this contract outside of (i) the United States Government, (ii) its own facility, (iii) its subcontractors performing Paladin work at any tier, (iv) associate contractors, at any tier, and (v) any other individual or entity that is contractually bound to protect Paladin Program information from public release without first obtaining approval for Public Release.

C.8.2.2 The contractor shall send all such requests for public-release approval to the Procuring Contracting Officer (PCO) in accordance with Clause 252.204-7000 for a review by Paladin Program technical and Security Office personnel, culminating in a determination by the PCO, or authorized representative. The PCO, or authorized representative, will, after appropriate review, either authorize or reject the request to disseminate Paladin Program 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 associate contractors shall submit such public release requests through the prime contractor.

C.9 ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH (ESOH):

C.9.1 The contractor shall develop, implement, and maintain an ESOH program in accordance with MIL-STD-882E. The ESOH program shall include; system safety, occupational health, environmental impact, and hazardous materials management.

C.9.2 Environmental Compliance: The contractor shall ensure that all aspects of contract execution are in compliance with applicable International, United States Federal, State, and Local environmental regulations and requirements; including activities associated with design, prototype build, test, storage, and disposal. The contractor shall immediately notify the PCO if a Government representative gives any direction that may result in a violation of law or regulation.

C.9.3 Hazardous Materials Management: The contractor shall ensure that all aspects of contract execution are in compliance with the prohibition of hazardous materials as defined by FED-STD-313, Section 3.2. Hazardous materials prohibitions shall apply to all components, parts, and materials provided under this contract, including items purchased through a subcontractor or supplier, COTS components, OEM parts, and manufactured parts. Government Furnished Material (GFM) is exempt from these requirements.

C.9.3.1 Hazardous Material Restrictions: The contractor shall ensure that all aspects of contract execution are in compliance with the prohibition of asbestos, beryllium, cadmium, Class I and Class II Ozone Depleting Substances, hexavalent chromium, lead, leaded alloys, mercury, radioactive materials, and Group 1 Agents classified as carcinogenic to humans by the International Agency for Research on Cancer (IARC). Monographs shall not be present in or on any delivered materials.

C.9.3.2 Exceptions to the Hazardous Material Restrictions: Waivers from the hazardous materials requirements shall not be permissible except where a suitable alternative does not exist. When adequate non-hazardous substitutes are not available, the contractor shall notify the Government, by delivery of a Hazardous Substance Waiver Request in accordance with CDRL A011. The Contractor shall obtain Government approval via a waiver request prior to delivering any item. Waiver requests shall include detailed technical justification for the use of the prohibited hazardous material. The Government will make the final determination on whether sufficient justification has been provided to support approval of any waiver requests. The Government will consider waivers on a case by case basis.

C.9.3.3 No waiver request is required for the following:

Cadmium on electrical connectors and back shells used to mate ONLY with Government Furnished Equipment (GFE) with cadmium electrical connectors;
Non-chromate Chemical Agent Resistant Coating (CARC) primers and topcoats;
Lead-acid batteries;
Lead solder;

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Lead in engine bearings;

Steel containing up to 0.35% lead by weight;

Aluminum containing up to 0.4% lead by weight;

Copper and Brass alloys containing up to 4% lead by weight;

Beryllium and Beryllium alloys used in electrical components; and

Mercury containing components compliant with European Union (EU) Directive 2002/95/EC (RoHS)

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Preservation, Packing and Marking: The contractor shall provide all labor, supervision, tools, equipment, technical assistance, and materials to complete the component spare part packaging and preparation for shipping.

D.2 Hazardous Materials: Packaging and marking for hazardous material shall be in accordance with MIL-STD-2073-1D, Standard Practice for Military Packaging.

D.3 Packaging Requirements: The contractor shall acquire and deliver the spare parts referenced in Section B to support the fielding of PFCS. The contractor shall package the PFCS components in accordance with MIL-STD-2073-1D, as well as the appropriate Special Packaging Instructions (SPI) listed below:

| Part Number | Description | SPI Doc # |
|-------------|--|------------|
| 13041437 | Kit, PDCU-R with Container | AM13041437 |
| 13041440 | Kit, PCU-R with Container | AM13041440 |
| 13041447 | FIRE CONTROL LRM | AM13041447 |
| 13041448 | PROG/DIAG LRM | AM13041448 |
| 13041449 | SERVO I/O LRM | AM13041449 |
| 13041450 | COMMON CARD LRM | AM13041450 |
| 13041452 | DRUH-R with Container | AM13041452 |
| 13041471 | O-RING, PDCU-R | AM13041471 |
| 13041472 | COVER, PROTECTIVE | AM13041472 |
| 13041473 | SCREW, CAP, SOCKET HEAD, PDCU-R (6 per lot) | AM13041473 |
| 13041570 | LID ASSY, SPARE PDCU-R | AM13041474 |

D.3.1 Packaging Design: PFCS components shall be preserved and packaged in accordance with MIL-STD-2073-1D to Military Level A Requirements. Packaging design shall provide physical and mechanical protection to tolerate multiple handling, shipment by any mode, placement into outdoor storage for a period of up to one year and suitable for redistribution without additional repackaging.

D.3.1.1 PFCS components shall be protected from dirt and other contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and water vapor proof barriers. Components requiring protection from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment. PFCS components shall be arranged to allow components to be removed from the container in installation sequence. Folded items shall be in a sealed bag to prevent moisture from entering the creases. PFCS contents shall be consolidated into a wooden box or equivalent container as in D.3.1.

D.3.1.2 A hard copy of the installation instructions shall be included in the container and the instructions shall be packaged in a sealed waterproof bag.

D.4 Marking: All material shipped into the military distribution system shall be marked in accordance with MIL-STD-129 Revision P (3), dated 29 Oct 2004, including bar coding. The contractor is responsible for application of special markings including, shelf-Life, hazardous material, structural, and special handling markings. The marking of pilferable and sensitive materiel shall not identify the contents of the container. In this instance, the shipping documents shall be placed inside the container rather than on the outside in accordance with MIL-STD-129 Revision P (3) Par. 5.3.3b.

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-------------------------------------|-------------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-4 | INSPECTION OF SERVICES--FIXED-PRICE | AUG/1996 |
| E-3 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-4 | 52.211-4029 (TACOM) | INTERCHANGEABILITY OF COMPONENTS | MAY/1994 |

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

| | | | |
|-----|--------------------------|---|----------|
| E-5 | (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-6 | 52.246-4028 (TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | NOV/2005 |
|-----|------------------------|--|----------|

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT:

BAE Systems Combat Vehicles (06085)
1100 Bairs Road
York, PA 17408

ACCEPTANCE POINT:

BAE Systems Combat Vehicles (06085)
1100 Bairs Road
York, PA 17408

[End of Clause]

E.1 Quality: The contractor shall develop, implement, and maintain a quality control system that ensures all supplies, services and final products provided under this contract conform to contractual requirements. The contractor shall maintain the quality system and present to the Government upon request. The contractor and suppliers shall, at a minimum, meet ASME/ISO/ASQ Q9001-2008 or equivalent quality system requirements. The contractor shall provide documentation to the Government upon request. Third party certification shall be offered as evidence of compliance with the standards.

E.2 First Article Test (FAT): FAT approval is being done under contract W56HZV-07-C-0256, WD STS-P-12-03. If the Government directs

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a change under this contract that requires an additional first article sample, the testing will be incorporated into this contract through a bilateral contract modification.

E.3: Reserved

E.4 Acceptance Test Plans and Procedures: The contractor shall perform and maintain the Acceptance Test Plan and Procedures (ATP) for each component of the PFCS in accordance with the drawings listed in Section C.2.4 and the performance requirements section of the verification matrix as follows:

Paladin Digital Computer Unit Replacement (PDCU-R) in accordance with PRF13041438;
Power Conditioning Unit Replacement (PCU-R) in accordance with PRF13041441;
Back Up Power Supply (BUPS) IAW PDFCS-R perf spec, 13041434; and
Dynamic Reference Unit Hybrid Replacement (DRUH-R) in accordance with MIL-PRF-71185A.

The contractor shall document all Special Inspection Equipment used as part of the ATP in accordance with CDRL A018.

E.5 Failure Reporting, Analysis, and Corrective Action System (FRACAS): The contractor shall manage the issue resolution process related to the production, installation, and performance of the PFCS in accordance with MIL-HDBK-2155. The contractor shall track issue status and identify any failures and resolution actions at the monthly production status meetings as referenced in C.5.2.2. The contractor shall present how its existing FRACAS plan will be applied to this work effort at the Start of Work meeting referenced in C.5.2.1.

E.6 Failure Analysis and Corrective Action Report (FACAR): If any assembly, component, test specimen, or the system fails to comply with any applicable requirements at either the contractor or Government facility, the contractor shall document the failure, perform root cause analysis, implement corrective actions and generate a FACAR report in accordance with CDRL A019. A FACAR is required for all failures involving any and all PFCS components. Any design issues resulting from FACAR analysis will be reviewed by the Government and if approved, will be procured under a separate Work Directive following the completion of the TDP and MWO being produced under contract W56HZV-07-C-0256, WD STS-P-12-03.

E.7 Acceptance Terms

E.7.1 Hardware level Spare Parts: The contractor shall maintain and perform the Acceptance Test Plan and Procedures (ATP) for the PDCU-R, PCU-R, BUPS, and DRUH-R in accordance with the performance requirements section of the verification matrix of the PDCU-R, PCU-R, and DRUH-R Performance Specifications detailed in Section E.4 above, and in accordance with component drawings. The contractor shall maintain Acceptance Test Report (ATP) records for the acceptance of the PFCS spare parts at origin, based on the hardware level ATPs. The cognizant Defense Contract Management Agency (DCMA) office will inspect the spare parts at origin at the location specified in clause 52.246-4028 and provide Wide Area Workflow (WAWF) acceptance.

E.7.2 Government Furnished Material: The contractor shall conduct a count and condition inspection of all GFM within ten working days of receipt. The inspection shall occur at the packaging level; if there is any indication or reason to suspect internal damage or shortage, the package will be sent to Receiving Inspection for further inspection/investigation. The contractor shall make all inspection data available to DCMA for verification purposes. The contractor shall report any defective GFM to the DCMA Quality Assurance Representative (QAR) within five working days of inspection by submitting its internal documentation (e.g., Non Conformance Report (NCR)) to the DCMA Quality Assurance Representative (QAR). Upon DCMA concurrence with the defect, the contractor shall generate a Product Quality Deficiency Report (PQDR) in accordance with CDRL A020.

E.7.3 Vehicle Level: The contractor shall develop and perform a vehicle level check to test and verify hardware function in the vehicle in accordance with the PFCS MWO, 9-2350-314-50-x. The contractor shall submit a Vehicle Close out Report in accordance with CDRL A021, which verifies the completion of the installation of PFCS at destination and verifies a successful vehicle level check. Upon on-site Unit Command confirmation of complete installation of PFCS and successful vehicle level check, the COR will provide confirmation of inspection to the ACO for WAWF acceptance.

E.7.3.1 Conditional Acceptance of PFCS Kits Pending Completion of Installation: The Government will conditionally accept kits post validation of material/components upon completion of system level Acceptance Test Procedure (ATP). Conditional acceptance will take place through the use of an interim DD250. The Government will withhold \$10,000.00 for each kit conditionally accepted until completion of installation at destination. The Government will release the withhold only after submission of CDRL A021 Vehicle Close out Report that verifies successful vehicle level check, and Unit Command confirmation of complete installation. Government conditional inspection and acceptance of the PFCS kits will be conducted at time of ATP testing.

E.7.4 Material and Subcomponent Certification: The contractor shall certify that all materials and subcomponents provided in support of this effort comply with the specifications and applicable drawings detailed in Section C.2.4. The contractor shall maintain material certifications for all material used in the manufacture of deliverable items for this contract. In addition, the Contracting Officer and the Contracting Officer Representative (COR) shall have the right to review material certifications.

E.7.5 Government Right to Witness Testing: The Government reserves the right to witness any and all testing under this contract. The

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contractor shall provide notification to and receive concurrence from the Government COR at least 30 calendar days prior to testing. The contractor shall retain the ATP results throughout the life of this contract and dispose of the ATP results at the end of the period of performance of this contract IAW Army Regulation 25-400-2.

E.7.6 Inspection and Acceptance of Services: The Government will inspect and accept services at destination. The contractor shall submit a WAWF Invoice 2-in-1 document for payment upon completion of each service effort. The COR will be responsible for the inspection of services in accordance with the Performance Standards set forth below. Once the COR completes their inspection of services, the WAWF document will flow to DCMA for final Administrative Contracting Officer (ACO) acceptance.

Contract Task: C.5.2.1 (CDRL A001)

Task Name: Meeting Agenda

Performance Standard: Draft agenda shall be delivered no later than 14 calendar days prior to the Start of Work Meeting.

Acceptable Quality Level: 100% accuracy with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.5.2.1 (CDRL A002)

Task Name: Meeting Minutes

Performance Standard: Draft minutes shall be delivered no later than five working days after Start of Work Meeting.

Acceptable Quality Level: 100% accuracy with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.5.2.1 (CDRL A003)

Task Name: Briefing Materials

Performance Standard: Briefing materials shall be delivered 5 days after each meeting.

Acceptable Quality Level: 100% accuracy and complete.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.5.2.2 (CDRL A004)

Task Name: Integrated Master Schedule (IMS) Updates

Performance Standard: Initial IMS to be delivered no later than 3 working days after the Start of Work Meeting and the monthly Production and Fielding Status Meetings.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.5.2.3 (CDRL A005)

Task Name: Production and Fielding Status Report

Performance Standard: Monthly submissions shall be delivered no later than 15 calendar days after the end of each month.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

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Contract Task: C.5.2.4 (CDRL A006)

Task Name: Cost Reporting

Performance Standard: Contractor Cost Report to be delivered no later than 60 days after the final retrofit/training event for each Base and Option year.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.7.1.3 (CDRL A007)

Task Name: Tracking Document

Performance Standard: Tracking document to be delivered no later than 1 day after completion of the PFCS installation at each location.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: Random Sampling.

Contract Task: C.7.1.3 (CDRL A008)

Task Name: Request for Issue or Turn-In

Performance Standard: DA Form 2061 to be delivered to the on-site Fielding Manager within 2 days of completion of the PFCS installation.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: Random Sampling.

Contract Task: C.7.3.1 (CDRL A009)

Task Name: Program of Instruction and Training Materials

Performance Standard: Training materials to be delivered to each student at the start of each training event.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.7.3.1 (CDRL A010)

Task Name: Student Training Records

Performance Standard: Student records to be delivered to the Training Manager and on-site Unit Commander no later than 10 days after the completion of training.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables and confirmation from the on-site Unit Command.

Contract Task: C.9.3.2 (CDRL A011)

Task Name: Hazardous Substance Waiver Request

Performance Standard: Requests for waivers shall be delivered no later than 5 days after the need for a waiver has been determined.

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Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: E.4 (CDRL A018)

Task Name: Special Inspection Equipment List

Performance Standard: Designs shall be delivered of all inspection and test equipment used to perform examination and testing in accordance with the Acceptance Test Procedures.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: E.6 (CDRL A019)

Task Name: Failure Analysis and Corrective Action Reports (FACAR)

Performance Standard: Preliminary FACARs shall be submitted within 7 days of failure.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: E.6 (CDRL A019)

Task Name: Failure Analysis and Corrective Action Reports (FACAR)

Performance Standard: Final FACARs shall be submitted within 30 days of failure.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: E.7.2 (CDRL A020)

Task Name: Government Furnished Material (GFM) Product Quality Deficiency Report (PDQR)

Performance Standard: Contractor shall submit PDQRs for each defective or deficient GFM/GFE/GFP.

Acceptable Quality Level: 100% accuracy and complete.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.7.1.1 (CDRL A021)

Task Name: Vehicle Close Out Report

Performance Standard: Vehicle Close Out Report shall be delivered at the close out of each unit fielding.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables and confirmation with the on-site Unit Command.

*** END OF NARRATIVE E0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-2 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-3 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-4 | 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003 |
| F-5 | 252.211-7007 | REPORTING OF GOVERNMENT-FURNISHED PROPERTY | AUG/2012 |
| F-6 | 252.211-7003 | ITEM UNIQUE IDENTIFICATION AND VALUATION | DEC/2013 |

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

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"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

See Attachment 0004

See Attachment 0004

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

See Attachment 0004

See Attachment 0004

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(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number -5-.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number -6-.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

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(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

F-7 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
 (TACOM) ADDRESSES

| Rail/ Motor SPLC* | MILSTRIP Address Code | Rail Ship To: | Motor Ship To: | Parcel Post Mail To: |
|-------------------------|-----------------------------|---|---|--|
| 206721/ 209405 | W25G1U | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001 |

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

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

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| | | | | |
|---------|--------|----------------------------------|----------------------------------|---|
| 764538/ | W67G23 | Transportation Officer | Transportation Officer | Transportation Officer |
| 764535 | | Tooele Army Depot, Warner, UT | Tooele Army Depot, Tooele, UT | Tooele Army Depot, Tooele, UT 84074-5003 |

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ MIPR/ <u>GFEBBS ATA</u> | OBLG <u>STAT</u> | JO NO/ <u>ACCT ASSIGN</u> | <u>ACRN</u> | OBLIGATED <u>AMOUNT</u> |
|--------|--|---------------------|------------------------------|-------------|----------------------------|
| 1001AA | 7226P01072 | 1 | A.0008732.1.1.6.6 | AA | \$ 24,756,962.64 |
| 1002AA | 7226P01172 | 1 | A.0008732.1.1.6.7 | AB | \$ 1,567,261.00 |
| 1003AA | 7226P01272 | 1 | A.0008732.1.1.6.8 | AC | \$ 1,958,126.00 |
| 1004AA | 7226P01372 | 1 | A.0008732.1.1.6.9 | AD | \$ 185,525.00 |
| TOTAL | | | | | \$ 28,467,874.64 |

| <u>ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | OBLIGATED <u>AMOUNT</u> |
|-------------|--|----------------------------|
| AA | 021 201220142033 A5XGJ GA0400AFPHB 3109 L037055577 A.0008732.1.1.6.6 | 021001 \$ 24,756,962.64 |
| AB | 021 201220142033 A5XGJ GA0400AFPHB 3109 L037055580 A.0008732.1.1.6.7 | 021001 \$ 1,567,261.00 |
| AC | 021 201220142033 A5XGJ GA0400AFPHB 3109 L037055964 A.0008732.1.1.6.8 | 021001 \$ 1,958,126.00 |
| AD | 021 201220142033 A5XGJ GA0400AFPHB 3109 L037056050 A.0008732.1.1.6.9 | 021001 \$ 185,525.00 |
| TOTAL | | \$ 28,467,874.64 |

| LINE | <u>ACRN</u> | <u>EDI/SFIS ACCOUNTING CLASSIFICATION</u> | OBLIGATED <u>AMOUNT</u> |
|--------|-------------|--|----------------------------|
| 1001AA | AA | 021 201220142033 A5XGJ GA0400AFPHB 3109 L037055577 A.0008732.1.1.6.6 | 021001 |
| 1002AA | AB | 021 201220142033 A5XGJ GA0400AFPHB 3109 L037055580 A.0008732.1.1.6.7 | 021001 |
| 1003AA | AC | 021 201220142033 A5XGJ GA0400AFPHB 3109 L037055964 A.0008732.1.1.6.8 | 021001 |
| 1004AA | AD | 021 201220142033 A5XGJ GA0400AFPHB 3109 L037056050 A.0008732.1.1.6.9 | 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/>.

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(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): Progress Payment

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

See FAR 52.246-4028

(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 | S3915A |
| Inspect By DoDAAC | See Schedule |
| Ship To Code | See Schedule |
| Ship From Code | See Schedule |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N/A |
| Service Acceptor (DoDAAC) | N/A |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | N/A |
| Other DoDAAC(s) | See Schedule |

(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.

jeffrey.r.greene.civ@mail.mil

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

Raena R. Swanson at raena.r.swanson.civ@mail.mil

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

(End of clause)

G-2 52.242-4016 COMMUNICATIONS

FEB/2013

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

Name: Jeffrey Greene
E-mail: jeffrey.r.greene.civ@mail.mil

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

ACO: Margaret Weber
E-mail: margaret.weber@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-3 252.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE SEP/2009
(DFARS PGI) (DFAS) - Line Item Specific: by Cancellation Date

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

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

H.1 BAE Systems is authorized use of, on a non-interference basis, System Level Bench Test Emulators procured under M109 contract W56HZV-07-C-0256 Work Directive STS-P-12-03 and Paladin facility vehicles located at BAE Systems York, vehicle PAL-086, and Sterling Heights, vehicle PAL-382, accountable under contract W56HZV-07-C-0256.

H.2 OPTION 1 and OPTION 2 MATERIAL BUNDLING REDUCTION

The price for PFCS Option CLINs does not include negotiated price reductions for material bundling opportunities that would apply if BAE's supplier procurements are combined as follows:

- a) PFCS Base quantity ordered with PFCS Option 1 quantity if Option 1 is exercised by 31 December 2014;
- b) PFCS Option 2 quantity ordered with M109A7/M992A3 (Contract W56HZV-14-C-0002) Option 2 quantity if PFCS Option 2 is exercised by 30 September 2015 and M109A7/M992A3 Option 2 is exercised by 30 October 2015; or
- c) Both a) and b) occur.

The parties agree to negotiate Firm-Fixed Price reductions that shall apply to the following CLINs in the event the above referenced conditions occur:

CLINCondition ACondition BCondition C

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| | | | |
|--------|------|------|------|
| 2001AA | TBD* | TBD* | TBD* |
| 2002AA | TBD* | TBD* | TBD* |
| 2003AA | TBD* | TBD* | TBD* |
| 3001AA | TBD* | TBD* | TBD* |
| 3002AA | TBD* | TBD* | TBD* |
| 3003AA | TBD* | TBD* | TBD* |

*To Be Determined (TBD) reductions shall be negotiated and incorporated into this provision no later than 31 Oct 14 or as extended by the Contracting Officer. Both parties recognize opportunity for price efficiencies through bundling and agree to conduct negotiations in good faith to establish reductions associated with bundling activities. Prices will not exceed those established within the contract and the Government will only reduce the prices for purposes of bundling.

*** END OF NARRATIVE H0001 ***

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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 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY/2011 |
| I-10 | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN/2011 |
| I-11 | 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | JUL/2013 |
| I-12 | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | JUL/2013 |
| I-13 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG/2013 |
| I-14 | 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | JUL/2013 |
| I-15 | 52.210-1 | MARKET RESEARCH | APR/2011 |
| I-16 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-17 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| I-18 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATIONS | OCT/2010 |
| I-19 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-20 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA | AUG/2011 |
| I-21 | 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT/2010 |
| I-22 | 52.215-14 | INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997) | OCT/1997 |
| I-23 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT/2010 |
| I-24 | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL/2005 |
| I-25 | 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS | OCT/2010 |
| I-26 | 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES | OCT/2009 |
| I-27 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY/2014 |
| I-28 | 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN | JAN/1999 |
| I-29 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-30 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | JAN/2014 |
| I-31 | 52.222-20 | CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 | MAY/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 | JUL/2014 |
| I-35 | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC/2010 |
| I-36 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB/2009 |
| I-37 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | AUG/2013 |
| I-38 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-39 | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG/2011 |
| I-40 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2008 |
| I-41 | 52.227-1 | AUTHORIZATION AND CONSENT | DEC/2007 |
| I-42 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC/2007 |
| I-43 | 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) | FEB/2013 |
| I-44 | 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | JUN/2010 |
| I-45 | 52.232-1 | PAYMENTS | APR/1984 |
| I-46 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-47 | 52.232-11 | EXTRAS | APR/1984 |
| I-48 | 52.232-17 | INTEREST | MAY/2014 |
| I-49 | 52.232-23 | ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-50 | 52.232-25 | PROMPT PAYMENT | JUL/2013 |
| I-51 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT | JUL/2013 |
| I-52 | 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN/2013 |
| I-53 | 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC/2013 |
| I-54 | 52.233-1 | DISPUTES (MAY 2014) -- ALTERNATE I (DEC 1991) | DEC/1991 |
| I-55 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |

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| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------|------------------------|---|-------------|
| I-56 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-57 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-58 | 52.243-1 | CHANGES--FIXED PRICE | AUG/1987 |
| I-59 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-60 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUL/2014 |
| I-61 | 52.245-1 | GOVERNMENT PROPERTY | APR/2012 |
| I-62 | 52.245-9 | USE AND CHARGES | APR/2012 |
| I-63 | 52.246-24 | LIMITATION OF LIABILITY--HIGH-VALUE ITEMS | FEB/1997 |
| I-64 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-65 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| I-66 | 52.248-1 | VALUE ENGINEERING | OCT/2010 |
| I-67 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | APR/2012 |
| I-68 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-69 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-70 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
| I-71 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | SEP/2011 |
| I-72 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | DEC/2008 |
| I-73 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | SEP/2013 |
| I-74 | 252.204-7000 | DISCLOSURE OF INFORMATION | AUG/2013 |
| I-75 | 252.204-7002 | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED | DEC/1991 |
| I-76 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-77 | 252.204-7004 | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT | FEB/2014 |
| I-78 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| I-79 | 252.204-7012 | SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION | NOV/2013 |
| I-80 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-81 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/2014 |
| I-82 | 252.211-7000 | ACQUISITION STREAMLINING | OCT/2010 |
| I-83 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/2012 |
| I-84 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | DEC/2012 |
| I-85 | 252.223-7004 | DRUG-FREE WORK FORCE | SEP/1988 |
| I-86 | 252.223-7006 | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS | APR/2012 |
| I-87 | 252.223-7008 | PROHIBITION OF HEXAVALENT CHROMIUM | JUN/2013 |
| I-88 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/2012 |
| I-89 | 252.225-7004 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD | OCT/2010 |
| I-90 | 252.225-7006 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | OCT/2010 |
| I-91 | 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS | JUN/2013 |
| I-92 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | FEB/2013 |
| I-93 | 252.225-7013 | DUTY-FREE ENTRY | OCT/2013 |
| I-94 | 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS | JUN/2005 |
| I-95 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | JUN/2011 |
| I-96 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| I-97 | 252.225-7048 | EXPORT-CONTROLLED ITEMS | JUN/2013 |
| I-98 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-99 | 252.227-7013 | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS | FEB/2014 |
| I-100 | 252.227-7015 | TECHNICAL DATA--COMMERCIAL ITEMS | FEB/2014 |
| I-101 | 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION | JAN/2011 |
| I-102 | 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS | MAY/2013 |
| I-103 | 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE | APR/1988 |
| I-104 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA | JUN/2013 |
| I-105 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-106 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | JUN/2012 |
| I-107 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| I-108 | 252.237-7010 | PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL | JUN/2013 |
| I-109 | 252.242-7004 | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM | MAY/2011 |
| I-110 | 252.242-7005 | CONTRACTOR BUSINESS SYSTEMS | FEB/2012 |
| I-111 | 252.242-7006 | ACCOUNTING SYSTEM ADMINISTRATION | FEB/2012 |

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|-------|------------------------|---|-------------|
| I-112 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-113 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | DEC/2012 |
| I-114 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUN/2013 |
| I-115 | 252.245-7001 | TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY | APR/2012 |
| I-116 | 252.245-7002 | REPORTING LOSS OF GOVERNMENT PROPERTY | APR/2012 |
| I-117 | 252.245-7003 | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION | APR/2012 |
| I-118 | 252.245-7004 | REPORTING, REUTILIZATION, AND DISPOSAL | MAY/2013 |
| I-119 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2008 |
| I-120 | 252.246-7001 | WARRANTY OF DATA--BASIC | MAR/2014 |
| I-121 | 252.246-7003 | NOTIFICATION OF POTENTIAL SAFETY ISSUES | JUN/2013 |
| I-122 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA--BASIC | APR/2014 |
| I-123 | 52.217-9 | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR/2000 |

(a) The Government may extend the term of this contract by written notice to the Contractor before option expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

Option 1 CLINs 2001AA through 2005AA awarded simultaneously. Expiration Date: 31 January 2015

Option 2 CLINs 3001AA through 3005AA awarded simultaneously. Expiration Date: 31 December 2015

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 31 March 2018.

(End of Clause)

| | | | |
|-------|-----------|-------------------|----------|
| I-124 | 52.232-16 | PROGRESS PAYMENTS | APR/2012 |
|-------|-----------|-------------------|----------|

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

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

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's 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 Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

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(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar

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manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

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(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

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(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitized delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-125 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)

DEC/2012

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

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

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

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

N/A

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-126 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

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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.

(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.

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(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, 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-127

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)

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I-128 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

I-129 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) AUG/2013

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2013-00014)

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

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

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

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

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

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

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

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

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

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

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

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

(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.

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

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

(2) A statement of--

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

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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the duties of the individual.

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

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

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

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

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

(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--

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(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

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

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

(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.

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

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

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

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

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

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

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

(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.

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

(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 Governments fiscal year.

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

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

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

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

(End of clause)

I-130 52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUL/2014
(a) Definitions. As used in this clause--

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-131 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUL/2014
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-132 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

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

| Material | Identification No. |
|------------------------|--------------------|
| (If none, insert None) | |
| NONE | |
| | |
| | |

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

(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-133 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) * N/A , a substance(s) which harm(s) public health and environment

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by destroying ozone in the upper atmosphere.

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

(End of Clause)

I-134 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 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

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

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-139 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

I-140 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]

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SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|----------------------------|--|-------------|----------------------------|-----------------------|
| Exhibit A | PFCS CDRLS A001-A021 | 26-AUG-2014 | 022 | |
| Attachment 0001 | GFM | 04-APR-2014 | 001 | EMAIL |
| Attachment 0002 | INSTALLATION AND TRAINING SCHEDULE | 15-SEP-2014 | 001 | EMAIL |
| Attachment 0003 | ADDITIONAL GUIDELINES FOR CONTROLLED UNCLASSIFIED INFORMATION | 23-JUN-2014 | 002 | EMAIL |
| Attachment 0004 | ITEM UNIQUE IDENTIFICATION AND VALUATION (IUID) ITEMS | 21-MAR-2014 | 001 | EMAIL |

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: CDRL A001

2. TITLE: MEETING AGENDA

3. SUBTITLE: START OF WORK MEETING AGENDA

4. AUTHORITY: DI-ADMIN-81249A

5. CONTRACT REFERENCE: C.5.2.1

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: NO

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: SEE LINE 16

11. AS OF DATE: SEE LINE 16

12. DATE OF FIRST SUBMISSION: SEE LINE 16

13. DATE OF SUBS. SUBMISSION: SEE LINE 16

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: usarmy.detroit.peogcs.mbx.portal@mail.mil.

A.ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 1

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 2

16. REMARKS:

The contractor shall provide a draft Agenda no later than two weeks (14 calendar days) prior to the Start of Work meeting for Government review. The contractor shall provide a final agenda no later than seven calendar days prior to meeting. Contractor format authorized.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Celeste Kozinski

H: DATE: 11 March 2013

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM: M109A6 PALADIN

E. CONTRACT/PR NO.:

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: CDRL A002

2. TITLE: MEETING MINUTES

3. SUBTITLE: START OF WORK MEETING MINUTES

- 4. AUTHORITY: DI-ADMIN-81250A
- 5. CONTRACT REFERENCE: C.5.2.1
- 6. REQUIRING OFFICE: SFAE-GCS-ABCT
- 7. DD250 REQ: NO
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: SEE LINE 16
- 11. AS OF DATE: SEE LINE 16
- 12. DATE OF FIRST SUBMISSION: SEE LINE 16
- 13. DATE OF SUBS. SUBMISSION: SEE LINE 16
- 14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

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Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: usarmy.detroit.peogcs.mbx.portal@mail.mil.

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 1
FINAL: 1

REG REPRO:

- 15. TOTAL COPIES: 2
- 16. REMARKS:

The contractor shall provide draft minutes no later than five working days after the Start of Work meeting for PM ABCT review and comments. The contractor shall provide final minutes no later than five working days after receipt of PM ABCT comments and shall furnish minutes electronically to all attendees at the meeting as detailed in Line 14 above. Contractor format authorized.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Celeste Kozinski

H: DATE: 11 March 2013

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM: M109A6 PALADIN

E. CONTRACT/PR NO.:

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: CDRL A003

2. TITLE: BRIEFING MATERIALS

3. SUBTITLE: START OF WORK BRIEFING MATERIALS

4. AUTHORITY: DI-MGMT-81605

5. CONTRACT REFERENCE: C.5.2.1

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: NO

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: SEE LINE 16

11. AS OF DATE: SEE LINE 16

12. DATE OF FIRST SUBMISSION: SEE LINE 16

13. DATE OF SUBS. SUBMISSION: SEE LINE 16

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security

clearance is required. Knowledge Center Help Desk: usarmy.detroit.peogcs.mbx.portal@mail.mil.

A. ADDRESSEE:
<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall submit briefing materials electronically in the contractor's format no later than five working days after meeting.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Celeste Kozinski

H: DATE: 11 March 2013

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

TDP ___ TM ___ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A004

2. TITLE: INTEGRATED MASTER SCHEDULE UPDATES

3. SUBTITLE:

4. AUTHORITY: DI-MGMT-81861; Format 6 only. Note: 3.7.1.3.6 Three-point estimates shall be developed when deemed necessary by the Government or the contractor.

5. CONTRACT REFERENCE: C.5.2.2

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: N/A

8. APP CODE: A

9. DIST. STATEMENT REQ: C

10. FREQUENCY: MONTHLY

11. AS OF DATE: 0

12. DATE OF FIRST SUBMISSION: WITHIN THREE WORKING DAYS FROM THE START OF WORK MEETING

13. DATE OF SUBS. SUBMISSION: WITHIN THREE WORKING DAYS FROM THE MONTHLY PRODUCTION AND FIELDING STATUS MEETINGS

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: <mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil>.

A. ADDRESSEE:
<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0
FINAL: 1
REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS: The contractor shall submit an Integrated Master Schedule (IMS) per format 6 in Microsoft Project and pdf formats. The contractor can limit the IMS to contractor and subcontractor critical path tasks, deliverables, and milestones. The contractor shall submit the report no later than 15 working days following the end of the reporting period, defined as the 1st of the month through month end.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Shannon Campbell

H: DATE: 04 Feb 2014

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN

E. CONTRACT/PR NO.:

TDP ____ TM ____ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A005

2. TITLE: PRODUCTION AND FIELDING STATUS REPORT

3. SUBTITLE:

4. AUTHORITY: DI-MGMT-80227

5. CONTRACT REFERENCE: C.5.2.3

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: MONTHLY

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: 30 DAYS AFTER START OF WORK MEETING

13. DATE OF SUBS. SUBMISSION: MONTHLY

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor:

Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil.

A. ADDRESSEE:
https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx

B. COPIES:

DRAFT: 0
FINAL: 1
REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall submit a Production & Fielding Status Report no later than 15 working days following the end of the reporting period, defined as the first of the month through month end.

Production & Fielding Status Report shall include the following: Program schedule status summary, Government furnished material received and used, PFCS kit & critical component production schedule - planned versus actual, PFCS kits on hand this reporting period, PFCS kits due in next reporting period, PFCS kits by location, vehicles completed - planned versus actual, total vehicles outstanding, and estimated completion date. (Planned/Actuals includes all reporting periods within contract period of performance)

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Celeste Kozinski
H: DATE: 11 March 2013
I: APPROVED BY:
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT: CATEGORY:

D. SYSTEM/ITEM: M109 Paladin PFCS

E. CONTRACT/PR NO.:

TDP ____ TM ____ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A006

2. TITLE: Cost Reporting
3. SUBTITLE:
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: 5.2.4
6. REQUIRING OFFICE: SFAE-GCS-ABCT
7. DD250 REQ: No
8. APP CODE: A
9. DIST. STATEMENT REQ: A
10. FREQUENCY: See Remarks section
11. AS OF DATE: 0
12. DATE OF FIRST SUBMISSION: See Remarks section
13. DATE OF SUBS. SUBMISSION: See Remarks section
14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: usarmy.detroit.peogcs.mbx.portal@mail.mil.

A. ADDRESSEE:
<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:
DRAFT: 0
FINAL: 1
REG REPRO:
15. TOTAL COPIES: 1
16. REMARKS:

Contract Cost Report: The contractor shall submit a Contract Cost Report 60 calendar days following the final retrofit/training event for each Base and Option Year. The Contract Cost Report shall contain labor hours, labor dollars, material, ODCs, and total costs by-WBS. The cost report shall contain a breakout of costs to include major hardware components, hardware kitting/shipping, installation/retrofits, training, systems engineering, program management, and data. Subcontractor cost information shall be limited to the level of detail readily available in the awarded subcontract. The contractor shall provide the associated units for hardware items, installations, and training events. A sample Contract Cost Report can be provided upon request.

The contractor shall provide this information in MS Excel format, without encryption, locks, passwords, or other security protection features which would prevent the Government from editing, sorting, merging, or otherwise manipulating the data for Government purposes.

Quarterly Cost Data Submission: The contractor shall submit a quarterly cost report in contractor format, 15 calendar days following the close of the contractors quarterly accounting period for each Base and Option Year. Cost data must be reported at the same WBS level as required in the Contract Cost Report. The quarterly cost report shall contain labor hours, labor dollars, material, ODCs, and total costs incurred to date. Subcontractor cost information shall be limited to the level of detail readily available in the awarded subcontract.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Tiffany Folk
H: DATE: 27 Jan 2014
I: APPROVED BY:
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

TDP ___ TM ___ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A007

2. TITLE: TRACKING DOCUMENT

3. SUBTITLE: Tracking Part Shortages

4. AUTHORITY: None

5. CONTRACT REFERENCE: C.7.1.3

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: N/A

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: As Required

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: See Remarks Section 16

13. DATE OF SUBS. SUBMISSION: See Remarks Section 16

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

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A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall deliver the tracking document for part shortages immediately after completion of the PFCS installation at each location in accordance with the distribution stated in 14 above, in contractor format. For each shortage, the contractor shall list the following:

Date
NSN
PIN
Nomenclature
Quantity
Location and Unit

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Wendy Morisi

H: DATE: 7 Feb 2014

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

TDP ___ TM ___ OTHER ___X___

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A008

2. TITLE: REQUEST FOR ISSUE OR TURN-IN

3. SUBTITLE:

4. AUTHORITY: AR 710-2

5. CONTRACT REFERENCE: C.7.1.3

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: N/A

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: As Required

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: Within 2 days of completion of the PFCS installation, while on site.

13. DATE OF SUBS. SUBMISSION: N/A

14. DISTRIBUTION: See Remarks on Line 16

A. ADDRESSEE: Government Fielding Manager on site

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall provide one copy of the completed DA Form 2061 to the Fielding Manager on site.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Wendy Morisi

H. DATE: 7 February 2014

I. APPROVED BY:

J. DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of

information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

TDP ____ TM ____ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A009

2. TITLE: PROGRAM OF INSTRUCTION AND TRAINING MATERIALS

3. SUBTITLE:

4. AUTHORITY: AR 350-1 and TRADOC Reg 350-70

5. CONTRACT REFERENCE: C.7.3.1

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: NO

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: Once

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: To each student at training event.

13. DATE OF SUBS. SUBMISSION: N/A

14. DISTRIBUTION: To be distributed to each student attending a training session.

A. ADDRESSEE: To each student at the training event

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall design and develop training courses/curriculum outlines, student training course guides, instruction/lesson guides and audio visual, master reproducible training courses in accordance with MIL PRF-29612, Army Regulation 350-1 and TRADOC Regulation 350-70. OPNET/FMNET training development activities include but are not limited to the development of Materiel Fielding Team support packages such as Program of Instruction (POI), Lesson Plans, handouts and student surveys. The contractor shall develop and deliver OPNET/FMNET training packages that include training materials both for teaching trainers, as well as the students. The contractor shall provide student guides to those students attending training.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Wendy Morisi
H: DATE: 05 Feb 2014
I: APPROVED BY:
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

TDP ____ TM ____ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A010

2. TITLE: STUDENT TRAINING RECORDS

3. SUBTITLE:

4. AUTHORITY: AR 350-1 and TRADOC Reg 350-70

5. CONTRACT REFERENCE: C.7.3.1

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: N/A

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: Once

11. AS OF DATE: Within 10 days following completion of training

12. DATE OF FIRST SUBMISSION: Within 10 days following completion of training

13. DATE OF SUBS. SUBMISSION: N/A

14. DISTRIBUTION: Prepare hard copies and submit to the Training Manager and Unit Commander on site.

A. ADDRESSEE: Training Manager and Unit Commander
B. COPIES: 2
DRAFT: 0
FINAL: 2
REG REPRO:

15. TOTAL COPIES: 2

16. REMARKS:

The contractor shall create a student record for each course that identifies names of students attending training, student score sheets if applicable, critique sheets and training after action reports.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Wendy Morisi
H: DATE: 04 Feb 2014
I: APPROVED BY:
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

TDP ___ TM ___ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A011

2. TITLE: HAZARD SUBSTANCE WAIVER REQUEST

3. SUBTITLE:

4. AUTHORITY: DI-SAFT-81626

5. CONTRACT REFERENCE: C.9.3.2

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: NO

8. APP CODE: A

- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: As Required
- 11. AS OF DATE: 0
- 12. DATE OF FIRST SUBMISSION: Within 5 days of need for waiver determined
- 13. DATE OF SUBS. SUBMISSION: Within 5 days of need for waiver determined
- 14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for Contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: usarmy.detroit.peogcs.mbx.portal@mail.mil.

A. ADDRESSEE:
<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0
FINAL: 1
REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:
Request for Waivers shall be submitted, as required, by the contractor when Government approval is being requested to waive a contract requirement. The Government will review submitted waiver requests and provide approval or disapproval within 21 calendar days of receipt of the request.

The following information shall be included in the waiver request submission:

- a. Identification of the hazardous material being used.
- b. Location and quantity of parts/components that the hazardous material is used on.
- c. Detailed technical justification for use of the hazardous material and a summary of the alternatives that were considered.
- d. Program risk assessment
- e. Replacement plan
- f. Health Hazard Assessment

The Request for Waivers shall be prepared and delivered in current Microsoft Office software suite (Microsoft Word, Excel, and/or PowerPoint).

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Christina Burrows
H: DATE: 21 January 2014
I: APPROVED BY:
J: DATE

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

TDP ____ TM ____ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A018

2. TITLE: SPECIAL INSPECTION EQUIPMENT LIST

3. SUBTITLE:

4. AUTHORITY: DI-QCIC-81006

5. CONTRACT REFERENCE: E.4

6. REQUIRING OFFICE: RDAR-WSF-I

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: As Required

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: See Remarks Section 16

13. DATE OF SUBS. SUBMISSION: See Remarks Section 16

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: <mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil>.

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0
FINAL: 1
REG REPRO:
15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall submit designs of all inspection and test equipment used to perform examination and tests required by the specifications in conjunction with the First Article Test (FAT) plan and Acceptance Test Procedures (ATP) for Government approval, 30 days prior to starting FAT or ATP, whichever occurs first.

The contractor shall submit the material in accordance with the direction specified in Section 14 above, in MS Word in a hard copy format, and also by CD ROM, as arranged with the requiring office.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Celeste Kozinski
H: DATE: 11 March 2013
I: APPROVED BY:
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

TDP ____ TM ____ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A019

2. TITLE: FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT (FACAR)

3. SUBTITLE:

- 4. AUTHORITY: DI-SESS-81315B
- 5. CONTRACT REFERENCE: E.6
- 6. REQUIRING OFFICE: RDAR-WSF-I
- 7. DD250 REQ: LT
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: As Required
- 11. AS OF DATE: 0
- 12. DATE OF FIRST SUBMISSION: See Line 16
- 13. DATE OF SUBS. SUBMISSION: As Required

14. DISTRIBUTION:

RDAR-WSF-I
SFAE-GCS-SPH-F
(PICATINNY OFFICE)
SFAE-GCS-SPH-SM
RDAR-QEW-A
RDAR-QES-B

- A. ADDRESSEE: tanner.zack.civ@mail.mil
- B. COPIES:
DRAFT:
FINAL: 1
REG REPRO: 5

15. TOTAL COPIES: 5

16. REMARKS: The contractor shall produce FACARs for all failures involving any and all PFCS component found during any activity at either the contractor or Government facility.

The contractor shall prepare and submit Preliminary FACARs for each failure within 7 days of the failure.

The contractor shall prepare and submit Final FACARs for each failure within 30 days of the failure.

Any design issues resulting from FACAR analysis will be reviewed by the Government and if approved may be procured under a separate Work Directive following the completion of the TDP and MWO being produced under contract W56HZV-07-C-0256, WD STS-P-12-03.

All FACARs are to be submitted electronically.

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

G. PREPARED BY: Celeste Kozinski
H: DATE: 11 March 2013
I: APPROVED BY:
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

F. CONTRACTOR: BAE Systems

1. DATA ITEM NO: CDRL A020

2. TITLE: Government Furnished Material (GFM) Product Quality Deficiency Report (PDQR)

3. SUBTITLE:

4. AUTHORITY: DI-QCIC-80736

5. CONTRACT REFERENCE: E.7.2

6. REQUIRING OFFICE: SFAE- GCS-ABCT

7. DD250 REQ: No

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: See Line 16

11. AS OF DATE: N/A

12. DATE OF FIRST SUBMISSION: See Line 16

13. DATE OF SUBS. SUBMISSION: See Line 16

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: <mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil>.

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:
DRAFT:
FINAL: 1
REG REPRO:
15. TOTAL COPIES: 1
16. REMARKS:

Contractor shall generate and submit PQDRs for each individual, lot or batch of deficient or defective GFM/GFE/GFP. PQDRs shall be submitted as detailed in Line 14 above.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Celeste Kozinski
H: DATE: 27 February 2014
I: APPROVED BY:
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

TDP ___ TM ___ OTHER X

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A021

2. TITLE: VEHICLE CLOSE OUT REPORT

3. SUBTITLE:

4. AUTHORITY: AR 200-142

5. CONTRACT REFERENCE: C.7.1.1 and E.7.3

6. REQUIRING OFFICE: SFAE-GCS-ABCT-F

7. DD250 REQ: N/A

8. APP CODE: A

9. DIST. STATEMENT REQ: C

10. FREQUENCY: See Line 16

11. AS OF DATE: N/A

12. DATE OF FIRST SUBMISSION: See Line 16

13. DATE OF SUBS. SUBMISSION: See Line 16

14. DISTRIBUTION:

The contractor shall submit a report to the on-site managers as specified below:

A. ADDRESSEE: PIM Fielding Manager, PIM ILS Manager, PIM Data Manager

B. COPIES:

DRAFT: 0

FINAL: 3

REG REPRO: 3

15. TOTAL COPIES: 9

16. REMARKS: The contractor shall update and deliver a vehicle close out report at the closeout of each unit fielding. The vehicle closeout report shall include a baseline for each vehicle modified that includes Unit ID, Vehicle Serial No, Part No and Serial No. where available of each component removed, the operational status of each piece of equipment, the inspecting personnel name and position, date inspected. Format can be in contractor format but must include the required elements.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Christopher Updike

H: DATE: 22 February 2014

I: APPROVED BY:

J: DATE: