

General Dynamics Ordnance and Tactical Systems, Inc. "GD-OTS"

Explo Systems, Inc., Minden, Louisiana

**PARTIAL RESPONSE to CERCLA 104(e) Information Request
(dated May 10, 2013)**

May 23, 2013

General Dynamics Ordnance and Tactical Systems, Inc. ("GD-OTS")

**CERCLA 104(e) Partial Response
Explo Systems, Inc., Minden, Louisiana ("Explo Site")**

BACKGROUND

The United States Environmental Protection Agency ("EPA") directed a Request for Information pursuant to Section 104(e) of CERCLA (the "Request") dated May 10, 2013 to General Dynamics Ordnance and Tactical Systems, Inc. related to the Explo Site that apparently operated from approximately November 2006 to October 2012. EPA agreed to an extension to June 7, 2013 to respond to this Request.

GD-OTS desires to provide EPA with the information it has requested. GD-OTS is in the process of conducting a review of its documents and, at EPA's request, is providing this Partial Response based on information located in various documents.

GENERAL OBJECTIONS AND COMMENTS

GD-OTS makes the following general objections and comments to the Request. GD-OTS's investigation into this matter is continuing and GD-OTS reserves the right to supplement this response if additional or correcting information or documents become available. GD-OTS also reserves all rights to contest the appropriateness of EPA's Request and the specific information sought in any particular question of the Request. GD-OTS specifically reserves its rights to object to the Request on the basis that portions of it are unduly burdensome, overboard, vague, and unreasonable in the light of the waste-related data sought. GD-OTS objects to this Request to the extent it seeks information beyond the 2006 to 2012 time period. GD-OTS also objects to this information request to the extent it seeks information beyond any matters related to the Explo Site. In addition, GD-OTS objects to the production of confidential information. Such information is limited to specific confidential business information (as may be indicated in the responses below or documents provided), is kept confidential by GD-OTS and its contractors/subcontractors, and disclosure of such confidential information would result in harm to GD-OTS's business. GD-OTS requests that such confidential information remain permanently confidential. Nothing in these responses should be considered to be an admission of liability by GD-OTS for any matter addressed in the Request; and, in addition, GD-OTS believes

that another entity has responsibility for potential responsibility that GD-OTS may have related to this site.

These responses were prepared with the assistance of:

Tamara Johnson, Manager
General Dynamics Ordnance and Tactical Systems, Inc.
11399 16th Court North, Suite 200
St. Petersburg, FL 33716

Steve Howard, Contracts Manager
General Dynamics Ordnance and Tactical Systems, Inc.
11399 16th Court North, Suite 200
St. Petersburg, FL 33716

Dan Maloney, Supply Chain Operations Manager
General Dynamics Ordnance and Tactical Systems, Inc.
11399 16th Court North, Suite 200
St. Petersburg, FL 33716

PARTIAL RESPONSES

Pursuant to EPA's request, this is a partial response. GD-OTS's complete response will be submitted in a timely matter consistent with extension of time you authorized at the request of GD-OTS.

EPA's Questions are stated below in bold. Partial responses to several of the questions are provided in unbolded type.

- 1. What materials did General Dynamics send to Explo Systems, Inc.? Did any of those materials contain ammonium picrate, M30 propellant, other propellants, potassium nitrate, nitrocellulose, Tritonal or any Tritonal mixture?**
- 2. What was the recycling, treatment or disposal process for these materials once Explo Systems Inc. accepted the shipments? Provide information and documentation describing the recycling, treatment, or disposal process regarding materials containing ammonium picrate, M30 propellant, other propellants, potassium nitrate, nitrocellulose, Tritonal or any Tritonal mixture?**

3. **What use was made of the materials once they were accepted by Explo Systems, Inc? Provide information and documentation concerning the planned use, demilitarization, and disposal of any conventional weapons or materials received by Explo Systems from General Dynamics. Please provide copies of all contracts, sub-contracts and agreements you have with Explo Systems, Inc. that include activities pertaining to containing ammonium picrate, M30 propellant, other propellants, potassium nitrate, nitrocellulose, Tritonal, Tritonal mixtures, and M6 Propellant.**
4. **Please provide copies of all contracts, sub-contracts, or agreements you have with the Department of Defense-Army that include activities pertaining to ammonium picrate, M30 propellant, other propellants, potassium nitrate, nitrocellulose, Tritonal, Tritonal mixtures, and M6 Propellant.**

Partial Response:

GD-OTS objects to this question to the extent it seeks information beyond any matters related to the Explo Site. See the following enclosed documents related to:

Army Contract W52P1J-05-C-0075 (*GD-OTS-EPA1 - GD-OTS-EPA328*)

Explo Purchase Order No. 11799 (*GD-OTS-EPA457 - GD-OTS-EPA522*)

Army Contract W52P1J-11-C-0027 (*GD-OTS-EPA329 - GD-OTS-EPA456*)

Explo Purchase Order No. 20384 (*GD-OTS-EPA523 - GD-OTS-EPA581*).

5. **Provide an explanation as to the source of the ammonium picrate, M30 propellant, other propellants, potassium nitrate, nitrocellulose, Tritonal and/or Tritonal mixtures, such as type of munitions or equipment that contained the materials, that General Dynamics sent or caused to be sent to Explo Systems.**
6. **Provide copies of all manifests, shipping/transportation information showing the volume of explosives, materials, and/or munitions delivered to Explo Systems, and the date they were delivered to Explo Systems.**

Partial Response:

Straight Bills of Lading numbered *GD-OTS-EPA582 - GD-OTS-EPA587* related to Contract W52P1J-11-C-0027 (related to Explo Purchase Order No. 20384).

7. **Provide copies, and/or documentation of all certificates of destruction or certification concerning the sale, reuse or recycling of materials, conventional weapons, and munitions received from the U.S. Army under the 2005 contract between the Army and General Dynamics.**

Partial Response: GD-OTS objects to this question to the extent it seeks information beyond any matters related to the Explo Site. GD-OTS also assumes that U.S. Army 2005 contract refers to Contract W52P1J-05-C-0075. The following response is provided:

- Purchase Order No. 11799 reflects a total of 30,143 M117 bombs and 3,028 F127 High Range bombs awarded to Explo under Contract W52P1J-05-C-0075:
 - Please see the Excel Spreadsheet *GD-OTS-EPA604 - GD-OTS-EPA608* for the list of Certificates of Destructions related to all items related to Purchase Order No. 11799.
 - Note that the Excel Spreadsheet shows that 30,144 bombs were demilitarized. The government gave GD-OTS one additional bomb that Explo also demilitarized pursuant to Explo Purchase Order No. 11799.
 - Copies of all of the Certificates of Destruction related to Purchase Order No. 11799 are attached (see documents on CD that is numbered *GD-OTS-EPA611*).
 - Documents reflecting the close out of Explo's Purchase Order No. 11799 are enclosed (*GD-OTS-EPA609- GD-OTS-EPA610*)

In addition, although not related to the 2005 Contract (Contract W52P1J-05-C-0075), we are providing information with regard to Contract W52P1J-11-C-0027 (related to Explo Purchase Order No. 20384). Enclosed are End User Certificates ("EUC") and End User Certificates of Receipt ("EUCR") (*GD-OTS-EPA588 - GD-OTS-EPA603*) that indicate:

- Purchase Order No. 20384 reflects a total 217,973 lbs. of M30 propellant awarded to Explo under Contact W52P1J-11-C-0027:
 - EUCR 10 reflects 26,161 lbs. of M30 propellant received and dispositioned by Explo on their EUC # ES001
 - EUCR 20 reflects 36,466 lbs. of M30 propellant received and dispositioned by Explo on their EUC # ES002
 - EUCR 21 reflects 36,461 lbs. of M30 propellant received and dispositioned by Explo on their EUC # ES003
 - EUCR 39 reflects 36,117 lbs. of M30 propellant received and dispositioned by Explo on their EUC # ES004
 - EUCR 47 reflects 36,224 lbs. of M30 propellant received and dispositioned by Explo on their EUC # ES005 – the de minimis amount of the three pounds difference in Explo EUC # ES005 and EUCR 47 is likely the result of using different sized drums with slightly different tare weights. The production line does not stop and reset the weight with each new drum; instead, they use a common weight for each drum. This likely easily caused the 3 lb. variance.
 - EUCR 60 reflects 36,544 lbs. of M30 propellant received and dispositioned by Explo on their EUC # ES006
 - The total amount of M30 propellant that was shipped to Explo pursuant to Purchase Order No. 20384 matches the total amount of M30 propellant that Explo confirmed it dispositioned; 217,973 lbs.

8. Provide documentation of all insurance policies which General Dynamics has/had which would cover environmental liability concerning activities and/or work required under the 2005 contract with the Army.

- 9. Provide information and documentation describing the composition of any of the conventional weapons per the 2005 contract with the Army, which contained or generated the ammonium picrate, M30 propellant, other propellants, potassium nitrate, nitrocellulose, Tritonal and/or Tritonal mixtures that General Dynamics sent to the Explo Site.**
- 10. Provide information and documentation describing the composition of any of the conventional weapons per the 2005 contract with the Army, which contained or generated the ammonium picrate, M30 propellant, other propellants, potassium nitrate, nitrocellulose, Tritonal and/or Tritonal mixtures that was sent to a General Dynamics facility.**
- 11. Provide information and documentation describing the transport, demilitarization, and/or disposal of conventional weapons which contained or generated ammonium picrate, M30 propellant, other propellants, potassium nitrate, nitrocellulose, Tritonal that General Dynamics sent to the Explo facility.**
- 12. Who was responsible for transporting and selecting the site for demilitarization and disposal of the ammonium picrate, M30 propellant, other propellants, potassium nitrate, nitrocellulose, Tritonal and/or Tritonal mixtures. Provide supporting documentation. Who transported the materials, and who paid for the transportation? Provide supporting documentation.**

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA6	Page 1 Of 35
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2. Contract (Proc. Inst. Ident) No. W52P1J-05-C-0075	3. Effective Date 2005AUG19	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By HQ AFSC AMSFS-CCA-R KEVIN KASTELIC (309)782-6754 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 e-mail address: KEVIN.MICHAEL.KASTELIC@US.ARMY.MIL	Code W52P1J	6. Administered By (If Other Than Item 5) DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455 SCD C PAS NONE ADP PT HQ0338	Code S1109A
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7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 10101 DR. M. L. KING STREET N. SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE	9. Discount For Prompt Payment
Code 0F875 Facility Code	10. Submit Invoices (4 Copies Unless Otherwise Specified)	Item 12
11. Ship To/Mark For SEE SCHEDULE	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-COSOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS, OH 43218-2264	Code HQ0338

13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. Accounting And Appropriation Data ACRN: AA 21 52034000051B1B05P421041252G S28017 W52P1J
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15A. Item No.	15B. Schedule Of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE	CONTRACT TYPE: Firm-Fixed-Price	KIND OF CONTRACT: Service Contracts			

15G. Total Amount Of Contract	\$29,999,988.29
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16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	28
X	B	Supplies or Services and Prices/Costs	8	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	14	X	J	List Of Attachments	35
Part IV - Representations And Instructions							
X	D	Packaging and Marking		K Representations, Certifications, and Other Statements of Offerors			
X	E	Inspection and Acceptance	21				
X	F	Deliveries or Performance	22				
X	G	Contract Administration Data	24	L Instrs., Conds., and Notices to Offerors			
X	H	Special Contract Requirements	25	M Evaluation Factors for Award			

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ 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 checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number W52P1J04R0179 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 offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer STEVE HERMAN STEVE.HERMAN@US.ARMY.MIL (309)782-6091		
19B. Name of Contractor By _____ (Signature of person authorized to sign)	19c. Date Signed	20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	20C. Date Signed 2005AUG18

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52P1J-05-C-0075	Page 2 of 35 MOD/AMD
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.		

SECTION A - SUPPLEMENTAL INFORMATION

- This document constitutes award of solicitation W52P1J-04-R-0179 and is subject to the terms and conditions stated herein.
- Contract is for demilitarization of 6 families of conventional ammunition. These families include: Bombs, CBU's, Separate Loading Propelling Charges (Prop Chg), High Explosive, Improved Conventional Munitions (ICM), High Explosive D Loaded Munitions (Expl D), and Pyrotechnics (Pyro) to include Pyro sub-families: Proj 105 & 155m, Mortar & Hand Gren, Photo Flash and Flare).
- Contract awards a base year (FY05) which includes Contract Line Item Numbers (clins) 5100AA, 5200AA, 5300AA, 5400AA, 5500AA, 5601AA, 5602AA, 5603AA and 5604AA. Clins 5100AB, 5200AB, 5300AB, 5400AB, 5500AB, 5601AB, 5602AB, 5603AB and 5604AB are not awarded as the option period FY 05 has expired.
- Narratives follow each line item specifying quantities, unit pricing and total dollar amount.
- This contract award also includes options for FY06 through FY09. Award of these options will be at the rates submitted in General Dynamics proposal dated 2 Feb 05. The Government may place multiple orders at the various option unit prices within the quantity ranges and within the timeframe set below.

<u>Ordering Period</u>	<u>Start</u>	<u>End</u>
Option #1 - FY06	July 1, 2005	June 30, 2006
Option #2 - FY07	July 1, 2006	June 30, 2007
Option #3 - FY08	July 1, 2007	June 30, 2008
Option #4 - FY09	July 1, 2008	June 30, 2009

- Prices are firm fixed.
- Contractor's original proposal and all revisions to the proposal are hereby incorporated as part of the contract.

*** END OF NARRATIVE A 012 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.252-4500 LOCAL	FULL TEXT CLAUSES	AUG/2005

(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***). \-

(c) You can view or obtain a copy of all clauses and provisions on the Internet at: <http://www.osc.army.mil/ac/aaais/osc/clauses/index.htm>. \-Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.\-

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

A-5 CONTRACT AWARD

THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSIONS BASED UPON THE INITIAL SUBMISSION OF OFFERS.

This solicitation will result in the award of a Firm Fixed Price (FFP) Contract, base year FY05 funded at award plus 4 option years FY06 - 09. Best value techniques will be used to make the award, inclusive of Small Business subcontracting utilization, Technical, Past Performance, and Price evaluations. The demil portion of the contracts will be firm fixed prices per round per family of ammunition per

CONTINUATION SHEET

Reference No. of Document Being Continued

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MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

year with quantity ranges for each family to accommodate requirements.

A-6 PARTNERING

a. In an effort to most effectively accomplish the resultant contract, the Government proposes to participate in a concept called "partnering" with the contractor and his subcontractors. This cooperation would strive to draw on the strengths of each organization in an effort to achieve a quality project the first time, within budget and on schedule. This effort would be bilateral in make-up and participation will be totally voluntary. Any costs associated with effectuating this partnering effort will be agreed to by the parties and will be shared equally with no change in contract price. Accordingly, the contractor shall not include costs associated with this partnering effort as part of this contract, nor will such costs be allowable under the contract.

b. It is noted that this partnering effort conveys no legally enforceable rights or duties. Any changes to the contract must be made by the PCO under the terms of the written contract. Rather, the partnering concept is a team relationship that promotes the achievement of mutually beneficial goals. This partnering effort will be governed by the procedures set forth in the negotiated agreement established after award.

c. In order to assist in the timely resolution of disputes or claims that may arise out of the resultant contract, the Government is interested in establishing an alternate disputes review process with the awardees. This process will be brought into play by mutual agreement of the parties.

A-7 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST

a. The Government has contracted with Mitretek Systems, 7525 Colshire Drive, McLean, Virginia 22102-3481. Mitretek Systems is a non-profit, public interest corporation under provisions of IRS section 501(c)(3), formed to work with federal, state and local government. Mitretek Systems has assisted the Government in the development of this solicitation. It is the intent of the Government to use the services of Mitretek Systems to assist the Government in the evaluation of proposals submitted under this solicitation. However, the exclusive responsibility for source selection remains with the Government. Offerors are hereby notified that Mitretek Systems will be given access to the proposals submitted under this solicitation. The Army contract with Mitretek Systems prohibits the unauthorized use or disclosure of any data submitted with proposals or in any way associated with this acquisition.

b. The Government has a contract with, or has previously contracted with Camber Corporation, Building 171, Picatinny Arsenal, NJ 07806 5000 for services on this Contract.

c. The Government has a contract with, or has previously contracted with QuantiTech, Inc, P.O.Box 1120 Moline, IL 61266-1120 for services in this Contract.

d. In accordance with FAR subpart 9.5, Mitretek, Camber Corporation and QuantiTec, Inc are prohibited from either offering on this solicitation or participating in any resultant contract.

A-8 CENTRAL CONTRACTOR REGISTRATION (CCR)

THIS IS A REMINDER THAT ALL CONTRACTORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE BEFORE AWARD CAN BE MADE.

A-9 THE CLOSING DATE FOR THIS SOLICITATION IS 3 PM CENTRAL STANDARD TIME ON 21 January 2005.

*** END OF NARRATIVE A 001 ***

Submission of proposals shall be in segments. Volume 1 shall be submitted on or before 11 January 2005.

Volume 2 shall be submitted on or before 21 January 2005.

Volume 3 shall be submitted on or before 11 January 2005.

Volume 4 shall be submitted on or before 21 January 2005.

*** END OF NARRATIVE A 002 ***

GD-OTS-EPA3

001265

CONTINUATION SHEET

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PIIN/SIIN W52P1J-05-C-0075

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

Times New (W1 Times New (W1EXECUTIVE SUMMARY

RFP for Commercial Ammo Demil Services W52P1J-04-R-0179

Single award Winner take all

Contract type:

- Firm Fixed Price (FFP)
- Base year and 4 option years
- FY05 - FY09

Six families

- Bombs
- CBUs
- Separate Loading Propelling Charges (Prop Chg)
- High Explosive, Improved Conventional Munitions (ICM)
- High Explosive D Loaded Munitions (Expl D)
- Pyrotechnics (Pyro) Sub-families priced separately
 - i. Proj 105 & 155mm,
 - ii. Mortar & Hand Gren
 - iii. Photo Flash
 - iv. Flare

Base year (FY05) quantities based on funds expected. The base year ordering period will begin at date of award and end on 30 June 2005.

Option years (FY06 - FY09). The first option year ordering period begins on 1 July 2005 with subsequent option years starting 1 July of the respective years.

- Quantities based on range of funds forecasted by year
- Two Quantity Price ranges by family per year.

Option exercise: Small business utilization is important to the Government. The PCO will consider progress against small business utilization goals as part of the decision to exercise each option. Failure to meet small business goals may result in a decision to not exercise an option.

Best Value Award: Selection criteria have changed from draft RFP of May 2004.

Oral proposals for Technical criteria

Evaluation Factors (in order of importance):

Small Business evaluation Pass / Fail (factor #1) (to be eligible for award small business plan must meet minimum criteria)

Technical (factor #2)	2	
Project Management (Subfactor)		a
Technical Approach (Subfactor)		b
Safety (Subfactor)		c
Environment (Subfactor)		d
Security (Subfactor)		e
Past Performance (Factor #3)	3	
Management (Subfactor)		a
Schedule / Timeliness (Subfactor)		b
Quality (Subfactor)		c
Small Business Realism (subfactor)		d
Price (Factor #4)	4	

Milestones:

- Final RFP release Nov 2005
- RFP close Jan 2005
- Oral presentations January 2005
- Contract award March 2005

POC

Demil Team email: JMC-AmmoDemil@afsc.army.mil
Contracting Officer Steve Herman 309 782 6091

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-05-C-0075	Page 5 of 35 MOD/AMD
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

Contract Specialist Shelly Robacker 309 782 5237

Demil Team Lead Rich Fuller 309 782 6306

Questions and Answers:

All RFP questions and answers will be posted to <http://www.osc.army.mil/ac/aais/ioc/solinfo/sow/sow.htm>.

Please submit questions via email to the Demil Team address above.

*** END OF NARRATIVE A 003 ***

November 23, 2004

Note Amendment 001 not used

This amendment is to:

1. Fill in blank in clause 52.214-16 Minimum Bid Acceptance Period, on page 61 of the basic solicitation. In section c of that clause the minimum acceptance period should be 150 days.
2. Delete CLIN 5603AB. Due to changes in the demilitarization account the assets listed in this range are no longer available.
3. Delete CLINS 5601AA and 5601AB and replace with CLINS 5605AA and 5605AB to correct inconsistencies with asset listing.
4. Delete Attachment 027, Asset listing for Pyros, and replace with Attachment 029, Revised Pyros Asset Listing.
5. Delete Attachment 007, Pricing Excel Spreadsheet and replace with Attachment 030, Revised Pricing Excel Spreadsheet.

*** END OF NARRATIVE A 004 ***

November 24, 2004

This amendment is to correct quantities entered on CLINS 5605AA and 5605AB.

CLIN 5605AA should show a range of 54362 to 86979.

CLIN 5605AB should show a range of 86980 to 119595.

*** END OF NARRATIVE A 005 ***

December 9th, 2004

This amendment is to:

1. Remove the requirement for a submission of storage plan in section C.7.4 and C.7.5 prior to award.
2. Remove the requirement for submission of DD375 in section C.16.2, in Clause HS6025 and in Clause HS6026. A Progress Report in contractor's format will still be necessary by the 5th of each month.

GD-OTS-EPA5

001267

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
5100	SECURITY CLASS: Unclassified										
5100AA	<p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> <td>0530</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 214,762 prop charges at a unit price of \$ [REDACTED]</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0530				\$ [REDACTED]
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	0	0530									
S200	SECURITY CLASS: Unclassified										
S200AA	<p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> <td>0530</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0530				\$ [REDACTED]
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	0	0530									

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	Funds in the amount of [REDACTED] are provided for the demilitarization of 14,266 bombs at a unit price of [REDACTED] (End of narrative F001)										
5300	SECURITY CLASS: Unclassified										
5300AA	<u>ICM LOW RANGE</u> NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>0530</td> </tr> </table> \$ [REDACTED]	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0530				\$ [REDACTED]
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	0	0530									
	Funds in the amount of [REDACTED] are provided for the demilitarization of 40,442 ICMS at a unit price of [REDACTED] (End of narrative F001)										
5400	SECURITY CLASS: Unclassified										
5400AA	<u>EXPLOSIVE D LOW RANGE</u> NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>				\$ [REDACTED]						

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 0 0530</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 24,812 Expl D at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>				
5500	SECURITY CLASS: Unclassified				
5500AA	<p><u>CBU</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 0 0530</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 3,114 CBUs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>			\$ [REDACTED]	
5601	SECURITY CLASS: Unclassified				
5601AA	<p><u>PYRO FLARE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p>				\$ [REDACTED]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0530</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 81,257 Pyro Flare at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>				
5602	SECURITY CLASS: Unclassified				
5602AA	<p><u>PYRO MORTAR & GRENADE LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: H156D200HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0530</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 191,303 Pyro Mort & Hand Grenade at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>				\$ [REDACTED]
5603	SECURITY CLASS: Unclassified				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
5603AA	<p><u>PYRO 105 & 155 LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> <td>0530</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 27,126 Pyro 105 & 155 at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	0	0530				\$ [REDACTED]
DEL REL CD	QUANTITY	DAYS AFTER AWARD									
001	0	0530									
5604	SECURITY CLASS: Unclassified										
5604AA	<p><u>PYRO PHOTO FLASH LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> <td>0530</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 42,908 Pyro Photo Flash at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	0	0530				\$ [REDACTED]
DEL REL CD	QUANTITY	DAYS AFTER AWARD									
001	0	0530									

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
C-1 52.225-4502 LOCAL	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION	FEB/1992

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

SECTION C: STATEMENT OF WORK FOR THE DEMILITARIZATION AND DISPOSAL OF CONVENTIONAL AMMUNITION

1.0 SCOPE:

The contractor shall provide systems integration; shall provide all the necessary material, equipment, property, and personnel to perform conventional ammunition demilitarization and disposal by closed disposal technologies (CDT) for a variety of conventional munitions (listed in Section B). Systems Integration is defined as: The Systems Integrator (contractor) has overall responsibility for all demilitarization and disposal work performed, this management responsibility extends to include major or critical subcontractors if any. Open Burning and Open Detonation (OB/OD) are not permitted technologies for any end item(s) or component(s) contained in this Statement of Work (SOW). In addition, the Government will accept reutilization. Title (i.e. ownership) of components is transferred to the contractor for disposal when round is fully demilitarized. Best efforts shall be made to recover the maximum material/components possible from the conventional ammunitions.

2.0 DEFINITIONS/INTERPRETATIONS:

2.1 For the purpose of this SOW the following definitions/interpretations apply:

Alteration - A CDT process resulting in a conventional munitions item or component to be changed, become different or modified, to prevent further use from its originally intended military purpose.

Closed Disposal Technology (CDT) - All alternative technologies to open burning and open detonation (OB/OD).

Decontamination (Explosive) - The partial or complete removal, neutralization, or destruction of explosives/explosive residue by flashing, steaming, neutralization, or other approved desensitizing methods.

Decontamination (General) - The process of making an item safe for use or handling by unprotected personnel and harmless to all properties and surroundings by destroying, neutralizing, making harmless, or removing energetic/explosives or chemical material clinging to or around it.

Demilitarization (Demil). The act of (1) disassembling chemical or conventional military munitions for the purpose of recycling, reclamation, or reuse of subcomponents; or (2) rendering chemical or conventional military munitions innocuous or ineffectua for military use (i.e., removing the military offensive or defensive characteristics), which may include disposal of unusable component of the munitions. The term encompasses various approved methods such as mutilation, alteration, or destruction to prevent further use for its originally intended military purpose. (Ref: A Guide for Compliance with the Military Munitions Rule, SFIM-AEC-RD-TR-2002044, November 2002).

Disassembly - A CDT process for taking apart a conventional munitions item or component.

Disposal - Process involving the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment (e.g., burial) or be emitted into the air or discharged into any waters, including ground waters. (Ref: 40 CFR 260.10)

Destruction - A CDT process for rendering a conventional munitions item or component ineffective or useless including control of combustion and detonation in a closed or contained environment or system.

Incineration - Combustion of propellant, explosive, and pyrotechnics (PEP) or explosive ordnance with control of combustion air, containment of the combustion reaction in an enclose device, and control of emission of gaseous and particulate combustion products IAW local, state, and federal regulations. This is a CDT destructive process.

Mutilation - The act of making unfit for its intended purpose by cutting, tearing, scratching, crushing, breaking,

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punching, shearing, burning, neutralizing, etc.

Open Burning (OB) - Open burning means the combustion of any material without control of combustion air to maintain adequate temperature for efficient combustion; containment of the combustion-reaction in an enclosed device to provide sufficient residence time and mixing for complete combustion, and control of emission of the gaseous combustion products. (Ref: 40 CFR 260.10).

Open Detonation (OD). - A thermal treatment process used for the treatment of unserviceable, obsolete and or waste munitions whereby an explosive donor charge initiates the munitions to be detonated.

Removal - A CDT process for taking off or taking away of energetics from a conventional munitions item or component.

Resource Recovery and Recycling (R3) - A CDT process for reusing demilitarized items/material for an entirely different purpose than originally designed/intended and normally requiring some form of reprocessing. (Note: Resource recovery uses CD processes such as disassembly or removal.)

Reutilization (Reuse) - The reuse of the material, parts, or components for their original intended purpose.

Waste Stream Treatment - A CDT process designed to change the physical or chemical character or composition of any waste or by-products of demil processes from a conventional munitions item or component so as to neutralize such waste, or so as to recover energy or material resources from the waste, or so as to render such waste more environmentally benign or capable for further treatment.

2.2 Additional Definitions relating to title transfer:

Designated Disposition Authority (DDA) - The DOD representative designated as the authorized military official responsible for evaluating munitions that are excess to current requirements or otherwise no longer part of the active inventory for safety, other uses, resource recovery and recycling possibilities, and treatment.

Military Munitions - All ammunitions products and components produced or used by or for the U.S. Department of Defense or the U.S. Armed Services for national defense and security, including military munitions under the control of the Department of Defense, the U.S. Coast Guard, the U.S. Department of Energy, and National Guard personnel. The term includes: confined gaseous, liquid, and solid propellant, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries used by DOD components, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunitions, small arms ammunitions, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof. The term does not include: wholly inert items, improvised explosives devices, and nuclear weapons, devices, and components thereof. (However, it does include non-nuclear components of nuclear devices, managed under Department of Energy's nuclear weapons program after all required sanitization operations under the Atomic Energy Act of 1954, as amended, have been completed.) (Ref: 40 CFR 260.10)

Waste Military Munitions (WMM) - A military munitions is a "waste" military munitions if it has been identifies as: (1) a solid waste as described in regulation 40 CFR 266.202; or (2) hazardous waste as described in regulation 40 CFR 261, Subpart C or D (i.e., either listed as hazardous or fulfilling the criteria for one or more of the hazardous characteristics which are ignitability, corrosiveness, reactivity, or toxicity).

See Paragraph 17.0 Metal Pallet Return.

3.0 APPLICABLE DOCUMENTS:

3.1 Document Summary List - Documents applicable to this SOW are listed on the Document Summary Listing (listed in Section J).

3.2 Lot History Documentation - The individual lots of ammunition may have additional documentation references (Ammunition Data Cards, DD Form 1650; and Depot Surveillance Records, DA Form 3022-R) as applicable.

4.0 DEMILITARIZATION REQUIREMENTS:

The contractor shall demilitarize munitions items listed in Section B IAW Category 3 and 5, Appendix 4, DoD 4160.21-M-1. Propelling Charges, High Explosive Improved Conventional Munitions, High Explosive D munitions, and Pyrotechnics carry the requirements of stabilizer content testing as defined in paragraph 5.0 Propellant Requirements.

5.0 PROPELLANT REQUIREMENTS:

5.1 The contractor shall test each manufacturing propellant lot/index number to accurately determine the level of Remaining

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Effective Stabilizer (RES) using the High Pressure Liquid Chromatography (HPLC) testing method. Near Infrared (NIR) testing may be accepted by the contracting officer for use as a screening method for determining which propellant lots require HPLC testing. Testing for RES will be conducted as soon as possible. Propellant recovered from pull-apart and/or downloaded munitions will be tested within one week of the recovery (generation) of the propellant. The requirements to test for effective stabilizer may not be sufficient to determine if or when a specific manufacturing lot of propellant might become unsafe. It is the responsibility of the contractor to determine what level of risk they are willing to accept and, what combination of tests and practices, in addition to those required by this section, will provide a sufficiently high confidence level.

5.2 The contractor shall keep all propellant recovered from a disassembly/demilitarization operations separate by propellant type and manufacturing lot number/index number until stability testing has been completed to determine risk and disposition.

5.3 The contractor shall report the RES test results for all manufacturing lot numbers/index numbers to the Contracting Officer in contractor format. Lots with test results less than .20 percent Effective Stabilizer will be reported within 5 days to the PCO and a comprehensive list showing the results for each manufacturing propellant lot will be provided to the PCO monthly. Test results will be provided within one month from the date of testing IAW Data Item Description (DID) DI-NDTI-80809B (Attachment 021)

5.4 Manufacturing lot numbers/index numbers with less than .20 percent effective stabilizer will receive priority for processing. Lots with the lowest levels of RES will be processed first.

5.5 The contractor shall report the results of HPLC propellant stability analysis IAW DI-NDTI-80809B (Attachment 021). The HPLC analysis results shall be documented by the propellant lot number.

6.0 DEMILITARIZATION AND DISPOSAL PLAN:

6.1 The contractor shall prepare and submit a demilitarization and disposal plan to the PCO for acceptance IAW DI-SAFT-81640 (Attachment 020).

6.2 The plan shall be organized by MIDAS family, in operational sequence, and shall address operational, safety, environmental, security, and inspection requirements particular to each process/operation.

7.0 AMMUNITION RECEIPT/STORAGE/INVENTORY:

7.1 The contractor shall establish a program for the receipt, storage, handling and demilitarization of conventional munitions.

7.2 The contractor shall identify and document manufacturer lot numbers throughout the receipt, storage, inventory, and demilitarization process. A reasonable effort shall be made to determine the manufacturing lot numbers for munitions that arrive at the contractors place of performance site without manufacturing lot number identification. If the manufacturing lot number cannot be determined through a review of the documentation and a physical inspection of the munitions and the packaging, the contractor shall assign an administrative lot number prior to storage and maintained through out the demilitarization process. The contractor shall consolidate each lot and store it separately within a storage site to the extent practical. In the event of many small lot quantities, for storage purposes, the contractor may form aggregate lots, provided all the lots are of the same DODIC.

7.3 Receiving - All ammunition lots delivered to the contractor shall be subject to physical inventory control procedures contained in DODI-4140.35, Physical Inventory Control of DoD Supply Systems Material, and AR 725-50 with Interim Change 101, for guidance. Upon receipt, a check shall be made by the contractor to verify that all items shipped, or delivered, have been received. The contractor shall report inventory discrepancies to the PCO and cognizant DCMA representative in contractor format within 72 hours with a follow up report in writing. The report shall fully address the discrepancy and will be verified by the DCMA representative.

8.0 SAFETY:

8.1 Prior to contact award, the Contractor shall provide the Government access to the contractors facilities, personnel, and safety program documentation for the purpose of performing a pre-award safety and security site survey pursuant to DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives, May 1994. All contractor storage and operational sites must have safety plan siting accepted by the PCO prior to use under this contract.

8.1.1 The contractor will submit an Explosive site plan to the PCO no later than 30 days after the award of the contract for review and acceptance.

8.1.2 No munitions will be shipped to a contractor operational or storage site without an acceptable Explosive site plan.

8.2 The contractor shall comply with the requirements of DoD 4145.26M, DoD Contractor Safety Manual for Ammunition and

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Explosives as applicable to the contractor planned process and/or operations.

8.3 Training - The contractors shall train/certify employees for this effort, in compliance with DoD 4145.26M and applicable laws and regulations.

9.0 DECONTAMINATION:

9.1 PEP contaminated scrap and metal components/material generated from the demilitarization of the conventional munitions will be treated/decontaminated utilizing a contractor process that will render them non-explosive, chemically stable, and otherwise harmless to the environment.

9.2 Scrap and metal components/material which may be released to the general public, will meet the "XXXXX", five X, decontamination degree IAW IOC PAM 385-1. The contractors ammunition demilitarization and disposal plan as required by section 6 of this SOW will cover decontamination levels.

9.3 Decontaminating scrap and components to a "XXX", three X, degree is permitted for material to be recycled when the recycle is knowledgeable per IOC PAM 385-1 of the contaminant(s) involved and the material will not be released to the general public without prior additional processing to a five X, "XXXXX" degree.

9.4 The Contractor shall address their decontamination processes in the Quality Assurance program.

10.0 SECURITY:

10.1 Security - Prior to the award of the contract, the contractor shall allow the Government access to the contractors facilities, personnel, and security documentation for the purpose of performing a pre-award security site survey, pursuant to DoD 5100.76-M.

10.2 The contractor shall comply with the security requirements of DoD 5100.76-M for storage, safeguarding, handling and control of sensitive items. All items designated as sensitive and assigned a risk category IAW DoD 5100.76-M retain such status until such time as demilitarization has been accomplished. This also applies to recovered components, if they have an assigned risk category

10.3 The contractor shall have only one security plan for the facility as required by DoD 5100.76-M. This plan shall address security of the entire facility. Security requirements for AA&E procedures, and processes shall be addressed in the facility security plan. In the event storage is at a facility separate from where demilitarization occurs, the contractor shall develop a facility security plan for the storage site as well the processing site. The contractor shall be responsible for communication between sites keeping aware of security requirements. The contractor shall address transportation issues dealing with AA&E between sites in security site plan.

11.0 ENVIRONMENTAL:

11.1 The contractor shall accomplish demilitarization and disposal in an environmentally safe manner and in compliance with all federal, state and local environmental laws and applicable regulations. The contractor shall exercise vigilance to ensure awareness of changes in current federal, state, and local regulations in order to be in compliance at all times.

11.2 The contractor shall ensure that any hazardous waste generated by the demilitarization process is disposed in an environmentally safe manner. The contractor shall submit documentation to the PCO to certify destruction of the waste. The documentation shall be in contractor format and include, as a minimum, a copy of the manifest and the name, location, the applicable federal/state identification of the company/organization responsible for disposal of the waste, the disposal date and a statement certifying disposal.

11.3 The Government may, at times, declare excess, obsolete, or unserviceable munitions as hazardous waste. Within DOD, Designated Disposition Authorities (DDAs) are the authorized military officials who have the authority to designate unused munitions as solid waste. For this contract, a hazardous waste determination will be made by the DDA, Environmental, and Legal staff based on the primary demil process information provided by the contractor.

11.4 If the contractor elects to conduct destructive demil treatment operations (without a recycling initiative) Outside the Continental United States (OCONUS), then the ammunition item will be shipped as a Waste Military Munition (WMM). The contractor shall be responsible for providing to the Government, the paperwork, process and/or procedures required to obtain the regulatory approval to export WMM to the contractors demil facility.

11.5 The contractor shall contact the appropriate regulatory official(s), in advance, and identify what paperwork is required to be submitted to obtain permission or consent to export WMM to their OCONUS demil facility, how the paperwork is required to be

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completed, and to whom the paperwork will be submitted for approval (name, address, phone, and fax numbers) and when the paperwork will need to be submitted for processing to support shipment dates. The contractor is responsible for staying abreast of changes in personnel or procedures that may effect the timely processing of documents to export WMM to their demil facility by the required shipping date.

11.6 The contractor is responsible for any license(s) or export fee(s) for the approval to export WMM to their OCONUS demil facility.

11.7 The Government will prepare and submit the required documents as the waste generator, required for OCONUS shipments per the contractors direction.

12.0 QUALITY ASSURANCE:

12.1 The Contractor shall maintain a Quality Assurance program.

12.2 The Government may, at any time, have tests performed to determine the effectiveness of the contractor's process in accomplishing the stated objectives of removal of explosive contamination from ammunition components and removal of hazardous materials and/or contaminants from packing materials.

13.0 EQUIPMENT:

The contractor shall maintain a calibration system IAW ANSI/NSCL Z540-1, or ISO 10021-1, or equivalent, and make the system information available to the Government for inspection.

14.0 HAZARDOUS COMPONENT SAFETY DATA SHEETS & HAZARD CLASSIFICATIONS/INTERIM HAZARD CLASSIFICATIONS:

14.1 Hazardous Component Safety Data Sheets (HCSDS) may be available for items and/or components listed in this solicitation. Direct HCSDS inquiries through the Procuring Contracting Officer, to Joint Munitions Command. Thereafter, the contractor shall prepare documentation for the materials and components recovered for recycling or disposal, as part of the Demilitarization and Disposal Plan, DID DI-SAFT-81640.

14.2 Hazard Classifications/Interim Hazard Classifications - The contractor shall obtain and pay for hazard classification or interim hazard classifications to ship materials resulting from contractor demilitarization and disposal processes.

14.3 Government Furnished Material (GFM) - Ammunition shipped to a contractors site(s) will be shipped at Government expense by the most economical means possible. The method of transportation will be determined by the Government, which may include motor vehicle and/or rail transportation for shipments within the continental United States (CONUS). GFM shipped outside of the continental United States (OCONUS) will be delivered in twenty-foot intermodal containers and may use a combination of vessel, rail, and motor vehicle transportation for delivery to the contractor's site(s). The Government may also employ the services of a freight forwarder to facilitate delivery of GFM CONUS and OCONUS.

14.4 Initial delivery of GFM will be completed by 165 days after Delivery Order award for CONUS shipments and by 195 days for OCONUS shipments. The Government reserves the right to ship earlier, but it is not required to ship earlier than these dates.

15.0 TRANSFER OF TITLE/END-USE CERTIFICATES/DEMILITARIZATION CERTIFICATES:

15.1 Any and all components and material recovered for resale shall not be identified as meeting any Government standards except as required for decontamination.

15.2 All metallic components (excluding mutilated/inert scrap), explosives and propellant offered for resale shall be to licensed/permitted buyers, as applicable, and shall require End Use Certification as a condition of the sale.

15.3 End Use Certification shall consist of a signed statement from the purchaser as follows: "It is hereby certified that _____ will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws." This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, of the United States Code, Crimes and Criminal Procedures."

15.4 The contractor shall generate Material Safety Data Sheets (MSDS), as applicable, in accordance with 29 CFR 1910.1200 for the hazardous/energetic material that will be sold to qualified buyers.

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15.5 The contractor shall obtain Final Hazard Classification from the Department of Transportation, in accordance with 49 Code of Federal Regulations, for all explosive material/sub-components derived from demil operations. Additionally, this requirement flows down to any subcontractors requiring Final Hazard Classifications.

15.6 All metallic scrap and packaging/packing material generated by the demilitarization process(es), and offered for resale, will require inert certification as a condition of sale.

15.7 The contractor shall provide a certification statement by the technically trained and qualified individual as part of the sales documentation as follows: "I certify that the item or items have been inspected by me and, to the best of my knowledge and belief, contain no items of a dangerous or hazardous nature."

15.8 See paragraph 17.0 Metal Pallet Return for special pallet handling and return.

16.0 MANAGEMENT REVIEWS AND REPORTS:

16.1 Program Management Review. The contractor shall conduct a kickoff review 60 days after contract award (ACA) to demonstrate an understanding of the work requirements; and conduct management successive reviews starting 180 days ACA and every 180 days thereafter until contract close to review progress of the contractor and subcontractors. Presentations shall be in contractor format with agenda provided 30 days prior to the meeting for Government review and approval. Meeting site shall be mutually agreed upon between the Government and contractor. The contractor shall prepare minutes in contractor format and distribute in electronic format no later than 10 days after completion of the meeting. Exact meeting time, date, and place will be determined by mutual agreement. As part of the initial 60 day Work Kick Off Meeting and subsequently the PMRs, the contractor shall submit an Intergrated Master Schedule per tailored DI-MISC-81183A (Attachment 022), which shall include major or critical subcontractor program activities, key events, and milestones.

16.2 Demil Progress Report. Contractors shall prepare a monthly progress report to include the following information:

- Contractor Name
- Contract Number
- Item (Nomenclature)
- Quantity of Rounds on Contract
- Quantity of Rounds Demilitarized for the Reporting Period (By MIDAS Family)
- Cumulative Total by MIDAS Family for the Basic/Option
- Scheduled Completion Date
- Individual Responsible for the Report
- Submission Date
- Results of external reviews, audits, inspections
- Summary of Closed Disposal Processes - Include Description of each item/component/material, Closed Disposal Process(es) utilized (e.g. R3, Destructive, Reutilization, Waste Stream Treatment, Landfill) by percentage. Annotate how, and for what purpose, an item/component/material was recycled/reused. Included information on the end-user of the recycled/reused item/component/material.)

The contractor shall submit the Demil Progress Reports in the contractor format by the fifth (5th) day of the following month and report only the quantity completely demilitarized. Provide this report each month during the entire basic/option performance period(s). See Section I, FAR clause 52.242-2.

17.0 Metal Pallet Return

The Government intends to return metal pallets and metal pallet adapters to the owning Military Service.

17.1 Application: Metal pallets and metal pallet adapters used in the Government delivery of ammunition assets scheduled for demilitarization to CONUS locations. This provision does not apply to pallets delivered OCONUS.

17.2 Process: The contractor shall set aside all metal pallets and metal pallet adapters used in the Government delivery of ammunition assets scheduled for demilitarization and request disposition instructions from the DCMA. The contractor shall coordinate with DCMA to facilitate full truck or railcar loads. Treat pallet return in the same fashion as if it were a supply item FOB origin. In setting the material aside, the contractor shall only perform temporary storage and assistance to load pallets on designated transportation unless otherwise mutually agreed with the Government. The Government will not require inspection, cleaning, sorting or specialized storage facilities or other handling.

17.3 Abandonment:

(a) Metal pallets and metal pallet adapters may be abandoned in place at any time by written notice of the Procuring Contracting Officer.

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(b) Metal pallets and metal pallet adaptors will be considered abandoned in place if 120 calendar days after contractors notice to DCMA for pickup the Government does not remove the material.

*** END OF NARRATIVE C 002 ***

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

Refer to clause HA6025 DFAR clause 246.671 LOCAL MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<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	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be delivered unless the variation has been caused by conditions of loading, shipping, or packing, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5 percent increase

5 percent decrease

(c) Quantities put on contract for the base year and option years, may vary from assets listed for bidding purposes. The government, in good faith, shall try to keep Dodic mixes pro rata as indicated on asset list and CLIN structure. However, circumstances may require an allowance of 5% variance increase or decrease by Dodic and with in each family.

(End of clause)

(FF7021)

The contractor shall propose a schedule that indicates performance per month for the 12 months following delivery of the assets by each family, including all sites where demilitarization and disposal is performed.

*** END OF NARRATIVE F 001 ***

1. All actions required to effect the movement of ammunition from the proposed places of performance to any revised places of performance, shall be the responsibility of the contractor and shall be executed IAW all applicable Federal, State, and local laws and regulations. The contractor shall comply with DOD 5100.76-M in transit security provisions and route material with a Military Traffic Management Command (MTMC) approved munitions carrier. The contractor may provide routing coordination and employ a freight forwarding operation that will comply with the aforementioned DOD transportation requirements.

3. The contractor shall coordinate this effort with the applicable DCMC office to ensure that the munitions are properly accounted for and adequate records are maintained.

4. The contractor shall comply with all applicable Department of Transportation and Federal, State and local environmental laws and regulations on transporting, storage and treatment of military munitions classified as waste and/or material.

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5. Contractor shall be responsible for any additional transportation, packaging, or storage charges that may have resulted from this change in place of performance.
6. This does not constitute Government acceptance of demil plans and/or revisions resulting from the changes in place of performance.

*** END OF NARRATIVE F 002 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION			JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
5100AA	HI56D200HI 42104100041 A1514041HGHI	AA	2	21	52034000051B1B05P421041252G	S28017	SRM068	W52P1J \$	[REDACTED]
5200AA	HI56D200HI 42104100041 A1514041HGHI	AA	2	21	52034000051B1B05P421041252G	S28017	SRM068	W52P1J \$	[REDACTED]
5300AA	HI56D200HI 42104100041 A1514041HGHI	AA	2	21	52034000051B1B05P421041252G	S28017	SRM068	W52P1J \$	[REDACTED]
5400AA	HI56D200HI 42104100041 A1514041HGHI	AA	2	21	52034000051B1B05P421041252G	S28017	SRM068	W52P1J \$	[REDACTED]
5500AA	HI56D200HI 42104100041 A1514041HGHI	AA	2	21	52034000051B1B05P421041252G	S28017	SRM068	W52P1J \$	[REDACTED]
5601AA	HI56D200HI 42104100041 A1514041HGHI	AA	2	21	52034000051B1B05P421041252G	S28017	SRM068	W52P1J \$	[REDACTED]
5602AA	HI56D200HI 42104100041 A1514041HGHI	AA	2	21	52034000051B1B05P421041252G	S28017	SRM068	W52P1J \$	[REDACTED]
5603AA	HI56D200HI 42104100041 A1514041HGHI	AA	2	21	52034000051B1B05P421041252G	S28017	SRM068	W52P1J \$	[REDACTED]
5604AA	HI56D200HI 42104100041 A1514041HGHI	AA	2	21	52034000051B1B05P421041252G	S28017	SRM068	W52P1J \$	[REDACTED]
							TOTAL	\$	[REDACTED]

SERVICE NAME	TOTAL BY ACRN	ACRN	STAT	ACCOUNTING CLASSIFICATION			ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21	21	52034000051B1B05P421041252G	S28017	W52P1J	\$ [REDACTED]	
						TOTAL	\$ [REDACTED]	

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(End of clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-15	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2001
I-16	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-17	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-18	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-19	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-21	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-23	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-25	52.232-1	PAYMENTS	APR/1984
I-26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-27	52.232-11	EXTRAS	APR/1984
I-28	52.232-17	INTEREST	JUN/1996
I-29	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-30	52.232-25	PROMPT PAYMENT	OCT/2003
I-31	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-32	52.233-1	DISPUTES	JUL/2002
I-33	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-34	52.236-7	PERMITS AND RESPONSIBILITIES	NOV/1991
I-35	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-38	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-39	52.248-1	VALUE ENGINEERING (FEB 2000) - ALTERNATE I	APR/1984
I-40	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-41	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-42	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-43	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-44	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-45	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-46	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-47	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996

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I-48	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-49	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-50	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-51	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-52	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-53	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-54	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-55	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-56	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT/2004

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

o Offeror elects to waive the evaluation preference.

(End of clause)

(IF8005)

I-57 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. The Government shall give 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.

(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 timeline as indicated in Section B narrative.

(End of Clause)

(IF6066)

I-58 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN MAY/1989

a. This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

See Wage Determination Attachments 009 - 018

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing to the offeror.

b. Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or

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requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

(IF6500)

I-59

52.243-7

NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

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

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- 6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

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

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by

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which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

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

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

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

(End of clause)

(IF6250)

I-60	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
	DFARS		

*** (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
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The sensitivity/category can be found as attachment 008.

(End of clause)

(IA6200)

I-61	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004) - ALTERNATE I	APR/1984
		(DEVIATION)	

(g) (6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for the continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement in accordance with FAR part 45.

(End of clause)

(IF7109)

I-62	52.245-9	USE AND CHARGES (DEVIATION)	APR/1984
		(a) Definitions. As used in this clause--	

"Acquisition cost" means the acquisition cost recorded in the contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental

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charge.

"Government property" means property owned or leased by the Government.

"Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period" means the calendar period during which government property is made available for commercial purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only a noninterference basis.

(c) Rental Charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c) (1) (iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c) (1) of this clause subject to the constraints therein or the following formula in which rental time portions of hours rounded to the next higher hour--

Rental charge = (Rental Time in hours) (.02 per month) (Acquisition Cost)/720 hours per month

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52P1J-05-C-0075 MOD/AMD	Page 34 of 35
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.		

(IS7025)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 35 of 35

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST A001			
Exhibit B	CONTRACT DATA REQUIREMENTS LIST A002			
Exhibit C	CONTRACT DATA REQUIREMENTS LIST A003			
Attachment 001	SMALL BUSINESS UTILIZATION FORM		001	
Attachment 002	PRAG FORM 1 LISTING OF RELEVANT CONTRACT EXPERIENCE		001	
Attachment 003	PRAG FORM 2 CONTRACT REFERENCES		002	
Attachment 004	PRAG FORM 3 SUMMARY OF NON COMPLIANCES		001	
Attachment 005	PRAG FORM 4 STANDARD FORM (SF) 294		003	
Attachment 006	PRAG FORM 5 PAST PERFORMANCE QUESTIONNAIRE		003	
Attachment 007	DELETED By AMD 0002			
Attachment 008	SECURITY CLASSIFICATION EXCEL SPREADSHEET			
Attachment 009	WAGE DETERMINATIONS CLARK IND	30-SEP-2004		
Attachment 010	WAGE DETERMINATIONS DES MOINES COUNTY IA	30-SEP-2004		
Attachment 011	WAGE DETERMINATIONS JASPER COUNTY, MO	30-SEP-2004		
Attachment 012	WAGE DETERMINATIONS MARTIN, IND	30-SEP-2004		
Attachment 013	WAGE DETERMINATIONS MCKINLEY, NM	30-SEP-2004		
Attachment 014	WAGE DETERMINATIONS NEW YORK, NY	30-SEP-2004		
Attachment 015	WAGE DETERMINATIONS PINELLAS, FL	30-SEP-2004		
Attachment 016	WAGE DETERMINATIONS PITTSBURG, OK	30-SEP-2004		
Attachment 017	WAGE DETERMINATIONS SAN DIEGO, CA	30-SEP-2004		
Attachment 018	WAGE DETERMINATIONS WEST VIRGINIA	30-SEP-2004		
Attachment 019	DOCUMENT SUMMARY LIST			
Attachment 020	AMMUNITION DEMIL AND DISPOSAL PLAN DI-SAFT-81640			
Attachment 021	TEST / INSPECTION REPORT DID OT-90-12016			
Attachment 022	INTERGRATED MASTER SCHEDULE DID			
Attachment 023	ASSET LISTING FOR DEMILITARIZATION - BOMBS	08-OCT-2004		
Attachment 024	ASSET LISTING FOR DEMILITARIZATION - CBU	08-OCT-2004		
Attachment 025	ASSET LISTING FOR DEMILITARIZATION - ICM	08-OCT-2004		
Attachment 026	ASSET LISTING FOR DEMILITARIZATION - PROP CHARGES	08-OCT-2004		
Attachment 027	DELETED By AMD 0002			
Attachment 028	ASSET LISTING FOR DEMILITARIZATION - EXPLOSIVE D	08-OCT-2004		
Attachment 029	ASSET LISTING FOR DEMILITARIZATION - REVISED PYROS	23-NOV-2004		
Attachment 030	REVISED PRICING EXCEL SPREADSHEET	23-NOV-2004		
Attachment 031	QUESTIONS AND ANSWERS	08-DEC-2004		
Attachment 032	QUESTIONS AND ANSWERS #2	20-DEC-2004	002	
Attachment 033	ASSET LISTING FOR DEMIL PYROS REVISED	20-DEC-2004	006	
Attachment 034	QUESTIONS AND ANSWERS #3	14-JAN-2005	002	
Attachment 036	PRICING EXCEL SPREADSHEET REV#2	24-JAN-2005		
Attachment 037	QUESTIONS AND ANSWERS 4	25-JAN-2005	002	
Attachment 038	PRICING SPREADSHEET REVISION 3	25-JAN-2005		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO. SEE ENCL 1
 3. EFFECTIVE DATE 6 June 2010
 4. REQUISITION / PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____

6. ISSUED BY DCMA Springfield Ammunition Group
 Bldg 1, ARDEC
 Picatinny Arsenal, NJ 07806
 Diane.Wheeler@dcma.mil Tel: 727-578-8245
 CODE S3403A
 7. ADMINISTERED BY (For Item 6) _____ CODE _____

8. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)
 Various (See page 2)
 (X) 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. _____
 X SEE ENCL 1
 10B. DATED (SEE ITEM 13) _____

CODE _____ FACILITY CODE _____
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 NO CHANGE IN ACCOUNTING DATA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 A. Reference: DCMA General Order FY10-H09, dated 11 March 2010.
 b. Due to DCMA internal organizational realignment actions, the contract administration office is hereby changed for the contractors listed on page 2.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.
 15A. NAME AND TITLE OF SIGNER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 DIANE WHEELER Administrative Contracting Officer
 15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA _____ 16C. DATE SIGNED _____
 (Signature of person authorized to sign) _____ (Signature of Contracting Officer) _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES
1 of 2

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4 REQUISITION PURCHASE REG NO 5 PROJECT NO
SEE ENCL 1 6 June 2010
6 ISSUED BY CODE S3403A 7 ADMINISTERED BY: *Administrative* CODE

DCMA Springfield Ammunition Group
Bldg 1, ARDEC
Picatinny, NJ 07806
Diane.Wheeler@dcmna.mil; Tel #: 727-578-R245

8 NAME AND ADDRESS OF CONTRACTOR (Use space on reverse, SHS and ZIP Code)

Various (See page 2)

(X) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT ORDER NO

X See Encl 1

10B DATED (SEE ITEM 13)

CODE Various (See page 2) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above referenced solicitations are issued as set forth in item 14. The following information is required if item 11 is selected.

Contractor responsible for delivery of goods and services in the hour and day specified in the solicitation is required to copy this document to the issuing office.

(a) By contract terms R 411.15 and relating to the solicitation, the contractor shall be responsible for delivery of goods and services in the hour and day specified in the solicitation.

(c) By separate letter or program which includes a reference to the solicitation and Amendment Number. USE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you have this Amendment published in a newspaper or other source, you shall notify the issuing office by telephone within 24 hours of publication to allow timely reference to the contract and the Amendment and to provide a copy to the issuing office.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

NO CHANGE IN ACCOUNTING DATA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) a. THE CONTRACT/ORDER NUMBER IDENTIFIED IN ITEM 14 IS MODIFIED TO REFLECT THE CHANGE(S) IN THE CONTRACT/ORDER NUMBER AS MADE IN THE CONTRACT/ORDER NUMBER.

b. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ABOVE(S) CHANGE(S) IN THE CONTRACT/ORDER NUMBER AS MADE IN THE CONTRACT/ORDER NUMBER.

c. THE CONTRACT/ORDER AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

E. IMPORTANT: Contractor is not required to sign this document and return copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF security needs, as well as by contract subject matter, where possible)

A. Reference: DCMA General Order FY-10-H09, dated 11 March 2010.

B. Due to DCMA internal organizational realignment actions, the contract administration office is hereby changed for the contractors listed on page 2:

Except as provided herein, all terms and conditions of the document referenced in item 14 or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B CONTRACTOR/OFFEROR

15C DATE SIGNED

DIANE WHEELER Administrative Contracting Officer

16B UNITED STATES OF AMERICA

16C DATE SIGNED

Diane Wheeler

NSM Form 30-157-804
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR 101 CFPS 53.203

FROM: S3403A
 DCMA Munitions & Support Systems Springfield Ammunition Group
 Building 1 ARDEC
 Picatinny Arsenal, NJ 07806

TO: S1109A
 DCMA St. Petersburg
 Gadsden Bldg., Suite 200
 9549 Koger Blvd
 St. Petersburg, FL 33702

C. The payment office is changed:

FROM: HQ0337	TO: HQ0338
DFAS Columbus Center	DFAS Columbus Center
DFAS-CO/North Entitlement	DFAS-CO/South Entitlement
P.O. Box 182266	P.O. Box 182264
Columbus, OH 43218-2266	Columbus, OH 43218-2264

NOTE: For contracts which cite other than the "from" pay office above (i.e. not paid by MOCAS), the pay office remains unchanged and only the administration office is changed

0A2Z8 DSE, INC 5201 S WESTSHORE BLVD TAMPA, FL 33611	0F875 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC 11399 16TH CT N STE 200 ST PETERSBURG, FL 33716
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1PHM4 JKS INDUSTRIES, INC 2701 COZART ROAD MULBERRY, FL 33860	1SJ59 ELITE CNC MACHINING, INC 12399 BELCHER RD S STE 130 LARGO, FL 33773
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1WP58 TARGET RESEARCH LLC 4823 EBBTIDE LN #102 PORT RICHEY, FL 34668	41FE9 GTI SYSTEMS, INC 1250 HOBBS RD AUBURNDALE, FL 33823
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4A902 MARTIN ELECTRONICS, INC 10625 PUCKETT ROAD PERRY, FL 32348	4DHW8 BULOVA TECHNOLOGIES ORDNANCE SYSTEMS LLC 125 SOUTH EAST SWISHER ROAD MAYO, FL 32066
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5D079 ST. MARKS POWDER, INC. 7121 COASTAL HWY CRAWFORDVILLE, FL 32327
--

						ENCLOSURE 1	
Contract #	Order #	Mod #	Kt Effective Date	Kt Issued By	CAGE	Contractor	Pay Ofc
W52P1J05C0036		ARZ997	29-Apr-05	W52P1J	0A2Z8	DSE INC.	HQ0338
W52P1J10C0014		ARZ999	18-Feb-10	W52P1J	0A2Z8	DSE INC.	HQ0338
DAAA0994C0555		ARZ988	23-Sep-94	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAA0999D0004	0001	AU	12-May-99	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAA0999D0004		ARZ994	7-Dec-01	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAA2189C0094		ARZ990	12-Jul-89	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3000C1043		ARZ995	29-Mar-00	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3001C1045		ARZ996	26-Jan-01	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3001C1090		ARZ996	21-Aug-01	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002C1073		ARZ997	19-May-03	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002C1109		ARZ997	29-Jul-02	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0001	AX	30-May-02	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0002	AX	23-Aug-02	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0003	AX	19-Dec-02	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0004	AX	28-Feb-03	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0005	AX	28-Aug-03	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0006	AX	16-Dec-03	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0007	AX	18-Dec-03	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0008	AX	14-Jan-04	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0009	AX	24-Mar-04	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0010	AX	3-Jun-04	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0011	AX	27-Jul-04	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0012	AX	27-Aug-04	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0013	AX	11-Jan-05	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0014	AX	17-Feb-05	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015	0015	AX	28-Mar-05	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3002D1015		ARZ997	26-May-02	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3003C1105		ARZ996	20-Jun-03	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3095C0086		ARZ992	8-Jun-95	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
DAAE3097C1007		ARZ993	19-Dec-96	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338

						ENCLOSURE 1	
Contract #	Order #	Mod #	Kt Effective Date	Kt Issued By	CAGE	Contractor	Pay Ofc
DAAE3099C1049		ARZ994	16-Feb-99	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0001	AY	21-Mar-07	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0003	AZ	19-Jun-07	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0004	AZ	12-Oct-07	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0005	AZ	12-Oct-07	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0007	AZ	20-Nov-07	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0008	AZ	6-Dec-07	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0009	AZ	10-Jan-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0010	AZ	18-Jan-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0011	AZ	28-Mar-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0012	AZ	23-May-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0013	AZ	6-Aug-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0014	AZ	8-Aug-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0015	AZ	19-Sep-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0016	AZ	19-Nov-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0017	AZ	29-Dec-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0018	AZ	1-Oct-08	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0019	AZ	22-May-09	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0020	AZ	22-Jun-09	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0021	AZ	10-Jul-09	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0022	AZ	24-Jul-09	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0023	AZ	1-Oct-09	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0024	AZ	29-Sep-09	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0025	AZ	1-Jan-10	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	0026	AZ	22-Mar-10	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014	WT01	AZ	19-Sep-08	S3403A	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
M6785405D6014		ARZ997	10-Nov-04	M67854	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
N0001906C0125		ARZ998	28-Sep-06	N00019	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
N0016406C4238		ARZ998	26-Apr-06	N00164	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN05C0609		ARZ998	6-Sep-05	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338

GD-OTS-EPA40

						ENCLOSURE 1	
Contract #	Order #	Mod #	Kt Effective Date	Kt Issued By	CAGE	Contractor	Pay Ofc
W15QKN06C0065		ARZ998	28-Dec-05	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06C0210		ARZ998	22-Sep-06	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0003	AY	31-Oct-06	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0004	AY	9-Nov-06	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0006	AY	11-Dec-06	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0007	AZ	27-Jun-07	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0008	AZ	9-Jul-07	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0009	AZ	25-Sep-07	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0010	AZ	25-Sep-07	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0012	AZ	6-Mar-08	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0013	AZ	30-Apr-08	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0014	AZ	18-Aug-08	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0015	AZ	25-Jul-08	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0016	AZ	19-Aug-08	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0017	AZ	20-Nov-08	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0018	AZ	6-Mar-09	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0019	AZ	24-Sep-09	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012	0020	AZ	3-Feb-10	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN06D0012		ARZ998	26-Jun-06	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN08C0429		ARZ999	30-Jul-08	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN09C0055		ARZ998	16-Apr-09	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W15QKN10C0051		ARZ999	27-Jan-10	W15QKN	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W31P4Q04CR185		ARZ997	2-Mar-04	W31P4Q	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J04C0030		ARZ996	17-Feb-04	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05C0075		ARZ996	19-Aug-05	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05C0080		ARZ997	30-Aug-05	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05G0002	0001	AX	23-Aug-05	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05G0002	0002	AY	27-Feb-06	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05G0002	0003	AY	30-Jan-07	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05G0002	0004	AY	15-Feb-08	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338

GD-OTS-EPA41

						ENCLOSURE 1	
Contract #	Order #	Mod #	Kt Effective Date	Kt Issued By	CAGE	Contractor	Pay Ofc
W52P1J05G0002	0005	AZ	26-Mar-09	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05G0002	0006	AZ	10-May-10	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05G0002		ARZ996	23-Aug-05	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05G0004	0005	AY	14-Oct-08	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05G0004	0006	AZ	11-Sep-09	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J05G0004		ARZ997	20-Oct-05	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J06C0044		ARZ998	26-Sep-06	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J08C0010		ARZ998	27-Mar-08	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52P1J09C0061		ARZ999	25-Sep-09	W52P1J	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W900KK07C0003		ARZ998	27-Sep-07	W900KK	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0001	AX	14-Apr-04	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0002	AX	23-Apr-04	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0003	AX	18-May-04	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0004	AX	28-Jul-04	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0005	AX	22-Sep-04	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0008	AX	20-Dec-04	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0009	AX	10-Mar-05	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0011	AX	18-Apr-05	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0012	AX	31-Mar-05	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0013	AX	27-Jun-05	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0014	AX	27-Sep-05	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0015	AX	30-Nov-05	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0018	AY	17-May-06	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0020	AZ	27-Sep-07	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004	0021	AZ	28-Sep-07	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB04D0004		ARZ997	2-Feb-04	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB09C0097		ARZ999	29-Jul-09	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W91CRB09C0125		ARZ999	11-Aug-09	W91CRB	0F875	GENERAL DYNAMICS ORDNANCE	HQ0338
W52H0905D0205	0006	AZ	19-Oct-09	W52H09	1PHM4	JKS INDUSTRIES INC.	HQ0338
W52H0905D0205		ARZ998	29-Jul-05	W52H09	1PHM4	JKS INDUSTRIES INC.	HQ0338

						ENCLOSURE 1	
Contract #	Order #	Mod #	Kt Effective Date	Kt Issued By	CAGE	Contractor	Pay Ofc
W52H0905D0341	0001	AY	5-Oct-05	W52H09	1PHM4	JKS INDUSTRIES INC.	HQ0338
W52H0905D0341	0005	AZ	30-Jul-09	W52H09	1PHM4	JKS INDUSTRIES INC.	HQ0338
W52H0905D0341	0006	AZ	18-Nov-09	W52H09	1PHM4	JKS INDUSTRIES INC.	HQ0338
W52H0905D0341		ARZ998	5-Oct-05	W52H09	1PHM4	JKS INDUSTRIES INC.	HQ0338
W52P1J04C0076		ARZ997	29-Jun-04	W52P1J	1PHM4	JKS INDUSTRIES INC.	HQ0338
W52P1J06C0017		ARZ997	27-Mar-06	W52P1J	1PHM4	JKS INDUSTRIES INC.	HQ0338
SP045004D5762		ARZ998	6-Feb-04	SP0400	1SJ59	ELITE CNC MACHINING INC.	SL4701
SPM45004D5762	0009	AZ	29-Nov-07	SPM400	1SJ59	ELITE CNC MACHINING INC.	SL4701
SPM45004D5762		ARZ998	6-Feb-04	SPM400	1SJ59	ELITE CNC MACHINING INC.	SL4701
W52H0905D0283	0003	AZ	31-Oct-09	W52H09	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W52H0905D0283		ARZ998	30-Nov-05	W52H09	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W52P1J06C0018		ARZ998	27-Mar-06	W52P1J	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W52P1J09C0044		ARZ999	2-Sep-09	W52P1J	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W58RGZ05D0425	0002	AZ	23-Oct-07	W58RGZ	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W58RGZ05D0425	0003	AZ	27-May-08	W58RGZ	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W58RGZ05D0425	0004	AZ	8-Jun-09	W58RGZ	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W58RGZ05D0425		ARZ001	1-Aug-05	W58RGZ	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W58RGZ06D0353	0003	AZ	8-Apr-08	W58RGZ	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W58RGZ06D0353	0004	AZ	1-Dec-08	W58RGZ	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W58RGZ06D0353		ARZ998	15-Sep-06	W58RGZ	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W58RGZ08P0288		ARZ999	3-Mar-08	SPRA1	1SJ59	ELITE CNC MACHINING INC.	HQ0338
W15QKN04C1083		ARZ998	15-Apr-04	W15QKN	1WP58	TARGET RESEARCH LLC	HQ0338
W52H0909D0066	0001	AY	31-Dec-08	W52H09	41FE9	GTI SYSTEMS INC.	HQ0338
W52H0909D0066		ARZ998	31-Dec-08	W52H09	41FE9	GTI SYSTEMS INC.	HQ0338
W52P1J09C0042		ARZ999	1-Sep-09	W52P1J	41FE9	GTI SYSTEMS INC.	HQ0338
W52P1J09C0043		ARZ999	2-Sep-09	W52P1J	41FE9	GTI SYSTEMS INC.	HQ0338
W52P1J10C0012		ARZ999	23-Jan-10	W52P1J	41FE9	GTI SYSTEMS INC.	HQ0338
N0010407CK911		ARZ999	7-Jun-07	N00104	4A902	MARTIN ELECTRONICS INC.	HQ0338
N0010409CK903		ARZ999	13-Mar-09	N00104	4A902	MARTIN ELECTRONICS INC.	HQ0338
N0010410CK903		ARZ999	9-Apr-10	N00104	4A902	MARTIN ELECTRONICS INC.	HQ0338

						ENCLOSURE 1	
Contract #	Order #	Mod #	Kt Effective Date	Kt Issued By	CAGE	Contractor	Pay Ofc
W15QKN10D0011		ARZ999	3-May-10	W15QKN	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J04D3008	0090	AZ	27-Dec-07	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J04D3008	0091	AZ	31-Mar-08	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J04D3008		ARZ998	5-Aug-04	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J05C0050		ARZ998	24-Jun-05	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J05C0084		ARZ998	26-Sep-05	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J05D0039	0003	AY	20-Dec-06	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J05D0039	0004	AZ	29-Jan-08	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J05D0039	0005	AZ	14-Jan-09	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J05D0039		ARZ998	27-Sep-05	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J07C0029		ARZ999	30-Apr-07	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J09C0046		ARZ999	28-Aug-09	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
W52P1J09C0059		ARZ999	29-Sep-09	W52P1J	4A902	MARTIN ELECTRONICS INC.	HQ0338
N0010408CK016		ARZ996	13-Nov-07	N00104	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W52P1J06D0014	0001	AW	12-May-06	W52P1J	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W52P1J06D0014	0002	AX	8-Sep-06	W52P1J	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W52P1J06D0014	0003	AX	20-Aug-07	W52P1J	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W52P1J06D0014	0004	AX	25-Sep-07	W52P1J	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W52P1J06D0014	0005	AX	26-Sep-07	W52P1J	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W52P1J06D0014		ARZ996	12-May-06	W52P1J	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W52P1J09D0066	0001	AZ	28-Sep-09	W52P1J	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W52P1J09D0066	0002	AZ	28-Sep-09	W52P1J	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W52P1J09D0066		ARZ999	28-Sep-09	W52P1J	4DHW8	BULOVA TECHNOLOGIES ORDNANCE	HQ0338
W15QKN06C0001		ARZ997	30-Jan-06	W15QKN	5D079	ST. MARKS POWDER INC.	HQ0338
W52P1J09C0024		ARZ999	5-Jun-09	W52P1J	5D079	ST. MARKS POWDER INC.	HQ0338

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00001 3. Effective Date 1005 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By HQ AFSC ANSPS-CCA-R KEVIN KASTELIC (309)782-6754 ROCK ISLAND, IL 61299-6500 BLDGS 150 & 390 EMAIL: KEVIN.MICHAEL.KASTELIC@US.ARMY.MIL Code W52P1J 7. Administered By (If other than Item 6) DCMA ST PETERSBURG GARDNER BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455 Code S1109A SCD C PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S. Code 0F875 Facility Code 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52P1J-05-C-0075 10B. Dated (See Item 13) 2005AUG16

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA

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

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

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

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

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

15A. Name And Title Of Signer (Type or print) JIM E. FAGAN, CONTRACTS MANAGER 16A. Name And Title Of Contracting Officer (Type or print) NORM BROWN, NORMAN.BROWN@US.ARMY.MIL (309)782-3709 15B. Contractor/Officer Signature of Jim E. Fagan 15C. Date Signed 07 OCT 2005 16B. United States Of America By Signature of Norman Brown 16C. Date Signed 25 OCT 2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00001	3. Effective Date 2005OCT25	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By HQ AFSC AMSFS-CCA-R KEVIN KASTELIC (309)782-6754 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: KEVIN.MICHAEL.KASTELIC@US.ARMY.MIL		7. Administered By (If other than Item 6) DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455	
Code W52PLJ		Code S1109A	
		SCD C	PAS NONE
		ADP PT HQ0338	

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 - TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52PLJ-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18
Code 0F875	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

↓ KIND MOD CODE: A It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

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

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) NORM BROWN NORMAN.BROWN1@US.ARMY.MIL (309)782-3709	
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2005OCT25

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 3**

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00001

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is incorporation of revised quantities for 105/155MM Illumination and Photo Flash. The revised listing is incorporated as Attachment 039 to the contract. This change is incorporated at no cost to either party.
2. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 013 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 3 of 3

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00001

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 039	REVISED ASSETS 105/155MM AND PHOTO FLASH	23-SEP-2005	3	DATA

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. P00002 3. Effective Date 2006MAR06 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 HQ AFSC
 AMSFS-CCA-R
 RYAN LARRISON (309)782-6214
 ROCK ISLAND, IL 61299-6500
 BLDGS 350 & 390
 EMAIL: RYAN.LARRISON@US.ARMY.MIL
 DCMA ST PETERSBURG
 GADSDEN BLDG., SUITE 200
 9549 KOGER BLVD
 ST PETERSBURG, FL 33702-2455
 SCD C PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
 11399 16TH COURT NORTH
 SUITE 200
 SAINT PETERSBURG, FL 33716-3807
 TYPE BUSINESS: Large Business Performing in U.S.
 Code OF875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-05-C-0075
 10B. Dated (See Item 13)
 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AB NET INCREASE: _____

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

KIND MOD CODE: G

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 52.216-18 & 52.216-19, 52.217-7
 D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 STEVE HERMAN
 STEVE.HERMAN@US.ARMY.MIL (309)782-6091
 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
 (Signature of person authorized to sign) By _____ /SIGNED/ 2006MAR06
 (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. Contract ID Code

Page 1 Of 6

irm-Fixed-Price

2. Amendment/Modification No.

3. Effective Date

4. Requisition/Purchase Req No.

5. Project No. (If applicable)

P00002

SEE SCHEDULE

6. Issued By

Code

W52PJJ

7. Administered By (If other than Item 6)

Code

S1109A

HQ AFSC
AMSFS-CCA-R
RYAN LARRISON (309)782-6214
ROCK ISLAND, IL 61299-6500
BLDGS 350 & 390
EMAIL: RYAN.LARRISON@US.ARMY.MIL

DCMA ST PETERSBURG
GADSDEN BLDG., SUITE 200
9549 KOGER BLVD
ST PETERSBURG, FL 33702-2455

SCD C

PAS NONE

ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
11399 16TH COURT NORTH
SUITE 200
SAINT PETERSBURG, FL 33716-3807

TYPE BUSINESS: Large Business Performing in U.S.

Code 0F875

Facility Code

9A. Amendment Of Solicitation No.

10A. Modification Of Contract/Order No.

W52PJJ-05-C-0075

10B. Dated (See Item 13)

2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)

ACRN: AB NET INCREASE: _____

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 52.216-18 & 52.216-19, 52.217-7

D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)

Thomas W. Gleason Director of Contracts

16A. Name And Title Of Contracting Officer (Type or print)

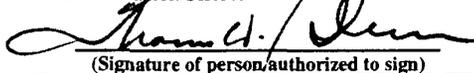
STEVE HERMAN
STEVE.HERMAN@US.ARMY.MIL (309)782-6091

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed


(Signature of person/authorized to sign)

03/06/2006

By _____
(Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to increase the quantities from the original basic contract to the maximum allowable range set forth under this contract, to modify the base and option year periods to be consistent with the solicitation, and to add FAR clauses 52.217-7, 52.216-18 and 523.216-19.

2. This modification is based on a bilateral agreement as defined by FAR 43.103 (a).

3. Amend the chart on page 2 of the basic contract to reflect to following changes:

Table:

Ordering Period Start and End

Basic Award Date September 30, 2005

Option #1 FY06 Oct. 1, 2005 through Sept. 30, 2006

Option #2 FY07 Oct. 1, 2006 through Sept. 30, 2007

Option #3 FY08 Oct. 1, 2007 through Sept. 30, 2008

Option #4 FY09 Oct. 1, 2008 through Sept. 30, 2009

4. Order the following quantities from the base year low range with a total value of [REDACTED]:

Item Increase Quantity

Propelling Charges	15,137	- 1957
Bombs	1,003	
ICMs	2,850	
Explosive D	1,750	
Cluster Bomb Units	219	
Pyrotechnics Flare	5,728	
Pyrotechnics Mortars and Grenades	13,490	
Pyrotechnics 105mm and 155mm	1,914	
Pyrotechnics Photoflash	3,026	

5. Order the following quantities from the base year high range with a total value of [REDACTED]:

Propelling Charges	86,207	- 1207
Bombs	5,711	
ICMs	16,234	
Explosive D	9,961	
Cluster Bomb Units	1,250	
Pyrotechnics Flare	32,617	
Pyrotechnics Mortars and Grenades	76,781	
Pyrotechnics 105mm and 155mm	10,888	
Pyrotechnics Photoflash	17,223	

6. The combine total for the high and low range is [REDACTED]

7. Add Clauses 52.216-18 Ordering and Ordering Limitations. 52.216-19.

Add Clause 52.217-7 Option for increased quantity separately price items

8. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 014 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00002

Page 4 of 6

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$ [REDACTED]				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	PRON/ MIPR	OBLG STAT/ ACRN	JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5700AA	HI66D200HI		AB	2	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	42104099040			6RM034			
	A1614040HGHI						
					NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Arty	AB	21 62034000061B1B05P421040252G S28017	W52P1J	\$ [REDACTED]
			NET CHANGE	\$ [REDACTED]

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

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

Page 6 of 6

PIIN/SIIN W52PLJ-05-C-0075

MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Status	Regulatory Cite	Title	Date
--------	-----------------	-------	------

I-1 CHANGED	52.216-18	ORDERING	OCT/1995
-------------	-----------	----------	----------

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from designated ordering/ option periods.

(End of clause)

(IF6088)

I-2 CHANGED	52.216-19	ORDER LIMITATIONS	OCT/1995
-------------	-----------	-------------------	----------

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the small quantities minimum per year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor - maximum of large quantities per year.

(1) Any order for a single item in excess of (see the schedule);

(2) Any order for a combination of items in excess of (See schedule); or

(3) A series of orders from the same ordering office within 15 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) Notwithstanding paragraphs (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(IF6089)

I-3 CHANGED	52.217-7	OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM	MAR/1989
-------------	----------	---	----------

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor based upon the option schedule in the basic contract on page 2. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

(IF6086)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00003 3. Effective Date 2006MAR06 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By HQ AFSC AMSFS-CCA-R RYAN LARRISON (309)782-6214 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: RYAN.LARRISON@US.ARMY.MIL Code W52P1J 7. Administered By (If other than Item 6) DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455 Code S1109A SCD C PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S. Code OF875 Facility Code 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52P1J-05-C-0075 10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required) ACRN: AB NET INCREASE: [REDACTED]

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

KIND MOD CODE: G

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A. B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Option 1 D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print) STEVE HERMAN STEVE.HERMAN@US.ARMY.MIL (309)782-6091 15B. Contractor/Officer (Signature of person authorized to sign) 15C. Date Signed 16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) 16C. Date Signed 2006MAR06

2. Amendment/Modification No. P00003	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	-------------------	---	--------------------------------

6. Issued By HQ AFSC AMSF5-CCA-R RYAN LARRISON (309)782-6214 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: RYAN.LARRISON@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455	Code S1109A
--	----------------	--	----------------

SCD C PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)
ACRN: AB NET INCREASE: _____

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

KIND MOD CODE: G

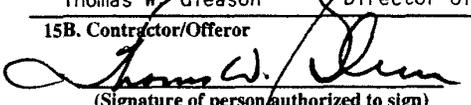
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Option 1	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Thomas W Gleason Director of Contracts	16A. Name And Title Of Contracting Officer (Type or print) STEVE HERMAN STEVE.HERMAN@US.ARMY.MIL (309)782-6091
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 03/06/2006
16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 4

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00003

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is to exercise Option 1 by bilateral agreement and order the below specified quantities.

Order the following quantities from Option 1 at the low range prices:

Propelling Charges	139,493
Bombs	9,240
ICMs	26,268
Explosive D	16,117
Cluster Bomb Units	2,022
Pyrotechnics Flare	52,779
Pyrotechnics Mortars and Grenades	124,263
Pyrotechnics 105mm and 155mm	17,620
Pyrotechnics Photoflash	27,872

Total dollar value is [REDACTED]

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 015 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00003

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	PRON/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5800AA	HI66D201HI 42104099040 A1614040HGHI		AB	2 6RM034	0.00 \$		
NET CHANGE						\$	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	21 62034000061B1B05P421040252G S28017	W52P1J	\$
NET CHANGE				\$

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$	\$

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 7

2. Amendment/Modification No. P00004	3. Effective Date 2006MAR23	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By Code <u>W52PJJ</u> HQ AFSC AMSFS-CCA-R RYAN LARRISON (309)782-6214 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: RYAN.LARRISON@US.ARMY.MIL		7. Administered By (If other than Item 6) Code <u>S1109A</u> DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455 SCD C PAS NONE ADP PT HQ0338	

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52PJJ-05-C-0075
Code <u>0F875</u> Facility Code		10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AA NET INCREASE: _____

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

KIND MOD CODE: 7

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

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

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

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) STEVE HERMAN STEVE.HERMAN@US.ARMY.MIL (309)782-6091
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed 30-105-02
	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)
	16C. Date Signed 2006MAR23

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 7

2. Amendment/Modification No. P00004	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	-------------------	---	--------------------------------

6. Issued By Code W52PLJ HQ AFSC AMSFS-CCA-R RYAN LARRISON (309)782-6214 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: RYAN.LARRISON@US.ARMY.MIL	7. Administered By (If other than Item 6) Code S1109A DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 ROGER BLVD ST PETERSBURG, FL 33702-2455 SCD C PAS NONE ADP PT HQ0338
---	---

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S. Code 0F875 Facility Code	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52PLJ-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AA NET INCREASE: _____

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

KIND MOD CODE: 7

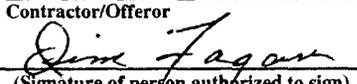
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input checked="" type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office,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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) JIM FAGAN, CONTRACTS MANAGER	16A. Name And Title Of Contracting Officer (Type or print) STEVE HERMAN STEVE.HERMAN@US.ARMY.MIL (309)782-6091
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed 23 MAR 2006
16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 7

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00004

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is to correct a calculation error done on the basic contract due to a rounding and transposition of numbers.

CLIN **Increase / Decrease**

5100AA	██████████
5200AA	██████████
5300AA	██████████
5400AA	██████████
5500AA	██████████
5601AA	██████████
5602AA	██████████
5603AA	██████████
5604AA	██████████

All other terms and condition remain unchanged.

*** END OF NARRATIVE A 016 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00004

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5400AA	001 0 30-JAN-2007 \$ [REDACTED] EXPLOSIVE D LOW RANGE NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-JAN-2007 \$ [REDACTED]				\$ [REDACTED]
5500AA	CBU LOW RANGE NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-JAN-2007 \$ [REDACTED]				\$ [REDACTED]
5601AA	PYRO FLARE LOW RANGE NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00004

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-JAN-2007 \$ [REDACTED]				
5602AA	<u>PYRO MORTAR & GRENADE LOW RANGE</u> NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ [REDACTED]
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-JAN-2007 \$ [REDACTED]				
5603AA	<u>PYRO 105 & 155 LOW RANGE</u> NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ [REDACTED]
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-JAN-2007 \$ [REDACTED]				
5604AA	<u>PYRO PHOTO FLASH LOW RANGE</u> NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041 <u>Inspection and Acceptance</u>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 7 of 7

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00004

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO.		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
5100AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5200AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5300AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5400AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5500AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5601AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5602AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5603AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5604AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
					NET CHANGE	\$	[REDACTED]		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 52034000051B1B05P421041252G S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE ORLIG AMT
\$	[REDACTED]	\$	[REDACTED]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00005 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 HQ ARMY SUSTAINMENT COMMAND
 AMSAS-ACA-R
 KEVIN KASTELIC (309)782-6754
 ROCK ISLAND, IL 61299-6500
 BLDGS 350 & 390
 EMAIL: KEVIN.MICHAEL.KASTELIC@US.ARMY.MIL
 DCMA ST PETERSBURG
 GADSDEN BLDG., SUITE 200
 9549 KOGER BLVD
 ST PETERSBURG, FL 33702-2455
 SCD C PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
 11399 16TH COURT NORTH
 SUITE 200
 SAINT PETERSBURG, FL 33716-3807
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-05-C-0075
 10B. Dated (See Item 13)
 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AA NET INCREASE: [REDACTED]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: 6 It Modifies The Contract/Order No. As Described In Item 14.
 A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
 D. Other (Specify type of modification and authority) Option Clause

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Jim Fagan, Contracts Manager
 15B. Contractor/Officer [Signature]
 15C. Date Signed 8/10/06
 16A. Name And Title Of Contracting Officer (Type or print) CHRIS THOMPSON
 CHRISTINE.L.THOMPSON@US.ARMY.MIL (309)782-4345
 16B. United States Of America
 16C. Date Signed
 By [Signature]
 (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
	PIIN/SIIN W52PLJ-05-C-0075	MOD/AMD P00005	
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.			

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to exercise Option 1 for various types of Propelling Charges (See attached Assets List, dated 28 July 2006, as listed in Section J of this solicitation). This actions maximizes the "Low Qty Range" for a quantity of 83,696 each at a unit price of [REDACTED] and a portion of the "high Qty Range" for a quantity of 71,327 each at a unit price of [REDACTED] for a total amount of [REDACTED]
2. The quantities mentioned above will be a follow on effort to the previously awarded Propelling Charges.
3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 017 ***

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
5900	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Propelling Charges 155,023 each</p> <p>Low Range - 83,696 each [REDACTED]</p> <p>High Range - 71,327 each [REDACTED]</p> <p style="text-align: center;">(End of narrative A001)</p>				\$ ** NSP **								
5900AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 1 PRON: H156D211HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">DLVR SCH</td> <td style="width:30%;">PERF COMPL</td> <td style="width:40%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">REL CD</td> <td style="border-bottom: 1px solid black;">QUANTITY</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td>001</td> <td style="text-align: center;">0</td> <td>30-SEP-2007</td> </tr> </table> <p style="text-align: center;">\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 83,696 Propelling Charges at a unit price of [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 71,327 Propelling Charges at a unit price of [REDACTED]</p> <p style="text-align: center;">(End of narrative F001)</p>	DLVR SCH	PERF COMPL		REL CD	QUANTITY	DATE	001	0	30-SEP-2007			\$ [REDACTED]
DLVR SCH	PERF COMPL												
REL CD	QUANTITY	DATE											
001	0	30-SEP-2007											

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5900AA	H156D211H1 42104100041 A1514041H0H1	AA	1 SRM068	0.00 \$	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 52034000051B1B05P421041252G S28017	W52P1J	\$ [REDACTED]
				NET CHANGE

NET CHANGE FOR AWARD	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 2
	PIIN/SIIN W52P1J-05-C-0075	MOD/AMD P00005	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

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>
Attachment 040	PROPELLING CHARGE ASSET LIST	28-JUL-2006	001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. P00006 3. Effective Date 2006SEP18 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By HQ ARMY SUSTAINMENT COMMAND
AMSAS-ACA-R
RYAN LARRISON (309)782-6214
ROCK ISLAND, IL 61299-6500
BLDGS 350 & 390
EMAIL: RYAN.LARRISON@US.ARMY.MIL Code W52PLJ

7. Administered By (If other than Item 6) DCMA ST PETERSBURG
GADSDEN BLDG., SUITE 200
9549 ROGER BLVD
ST PETERSBURG, FL 33702-2455 Code S1109A

SCD C PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
11399 16TH COURT NORTH
SUITE 200
SAINT PETERSBURG, FL 33716-3807

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.
W52PLJ-05-C-0075

10B. Dated (See Item 13)
2005AUG18

TYPE BUSINESS: Large Business Performing in U.S.
Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: G

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
CHRIS THOMPSON
CHRISTINE.L.THOMPSON@US.ARMY.MIL (309)782-4345

15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
By _____ /SIGNED/ 2006SEP18
(Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00006	Page 2 of 6
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to:

1. a. Change the effective date of subject contract to 30 June 2006 (Per PCO letter of 14 July 2006 (See Section J)).
 2. b. Provide the following test rounds under the stated terms and conditions:
 - (1) Test Rounds:
 - 5 CBU inert rounds (E841)
 - 1 CBU live round (E800)
 - (2) Ship To:
 - EBV EEC
 - 3078 County Road 180
 - Joplin, MO 64801
 - POC: John Dalton
 - (3) Consideration in the amount of [REDACTED] will be paid by GDOTS.
 - (4) GDOTS shall submit a check in the amount stated above to the US Treasury. The check shall be mailed to the PCO's office for processing.
 3. c. Incorporate clause IF7023 (FAR 52.232-32) "Performance Based Payments" into subject contract. The maximum dollars allowed under this clause is \$885,000.00. The attached chart titled "Performance Based Payment Record" which describes the event that must occur prior to payment (See Section J). Consideration for this action is GDOTS relinquishes their rights to submit a "Request For Equitable Adjustment" for the downtime associated with the protest.
 4. d. Replace the original asset list with the attached asset list dated 11 July 2006.
2. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0018 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 6
	PIIN/SHN W52P1J-05-C-0075	MOD/AMD P00006

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

I-1 CHANGED 52.232-32	PERFORMANCE-BASED PAYMENTS	FEB/2002
-----------------------	----------------------------	----------

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c) (1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00006

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under 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 following 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 under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; 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 or special tooling 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 Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order 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 Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based 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.

(g) 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. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

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

Page 5 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00066

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

(k) Reservation of rights.

(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 Government's 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.

(1) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on 30th), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on 30th) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

(IF7023)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 6
	PIIN/SHN W52PLJ-05-C-0075	MOD/AMD P00006	
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.			

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>
Attachment 041	PCO LETTER	14-JUL-2006	001	
Attachment 042	PERFORMANCE BASED PAYMENT RECORD		001	
Attachment 043	ASSET LIST	11-JUL-2006	026	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 4

2. Amendment/Modification No.

PO0007

3. Effective Date

2006OCT03

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

HQ ARMY SUSTAINMENT COMMAND
AMSAS-ACA-R
RYAN LARRISON (309) 782-6214
ROCK ISLAND, IL 61299-6500
BUDGS 350 & 390
EMAIL: RYAN.LARRISON@US.ARMY.MIL

Code W52P1J

7. Administered By (If other than Item 6)

DCMA ST PETERSBURG
GARDEN BLDG., SUITE 200
9549 KOGER BLVD
ST PETERSBURG, FL 33702 2455

Code S1109A

SCD C PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
11399 16TH COURT NORTH
SUITE 200
SAINT PETERSBURG, FL 33716-3807

TYPE BUSINESS: Large Business Performing in U.S.

Code 0F875

Facility Code

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52P1J-05-C-0075

10B. Dated (See Item 13)

2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
SEE SECTION G (IF APPLICABLE)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

988 SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) CHRIS THOMPSON CHRISTINE.L.THOMPSON@US.ARMY.MIL (309) 782 4245	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America	16C. Date Signed
(Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2006OCT03

NSN 7540-01-152-8070

30-105-02

PREVIOUS EDITIONS UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.143

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52PLD-05-C-0075 MOD/AMD P00007	Page 2 of 4
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to delete Line Items (CLINS) 5700, 5700AA, ~~5800~~¹⁰², ~~5800AA~~¹⁰², 5900 and 5900AA from the previously award option modification and reissue these Line Items (CLINS) to match the Line Items (CLINS) established in the basic award.
2. The above shall be accomplished at no cost to either parties.
3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0019 ***

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
5700AA	DELETED (Deleted narrative AC001)				
5800AA	DELETED				
5900AA	DELETED				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PHN/SIIN W52PIJ-05-C-0075

MOD:AMD PC0007

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5700AA	H166D2C0HI 42104099040 A1614040HGHI	AB	2 6RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5900AA	H166D2C1HI 42104099040 A1614040HGHI	AB	2 6RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5900AA	H156D211HI 42104100041 A1514041HGHI	AA	1 SRM068	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA -	21 52034000051B1B05P421041252G S28017	W52PIJ	\$ [REDACTED]
Army	AB -	21 62034000061B1B05P421040252G S28017	W52PIJ	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	BDI ACCOUNTING CLASSIFICATION	
AA	21 050720340000 928017 51B1B0542104100041252G	SRM068S28017 W15QXN
AB		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 24

2. Amendment/Modification No. <p style="text-align: center;">P00008</p>	3. Effective Date	4. Requisition/Purchase Req No. <p style="text-align: center;">SEE SCHEDULE</p>	5. Project No. (If applicable)
--	-------------------	--	--------------------------------

6. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R RYAN LARRISON (309) 782-6214 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: RYAN.LARRISON@US.ARMY.MIL	Code	W52P1J	7. Administered By (If other than Item 6) DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455	Code	S1109A
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SCD C PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
SEE SECTION G (IF APPLICABLE)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) CHRIS THOMPSON CHRISTINE.L.THOMPSON@US.ARMY.MIL (309) 782-4345		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PLJ-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5100AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-JAN-2007</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 214,748 prop charges at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-JAN-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-JAN-2007												
5110	SECURITY CLASS: Unclassified													
5110AA	<p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5110AB	<p>of 15,137 prop charges at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p> <p><u>PROP CHARGES HIGH RANGE</u></p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 86,207 prop charges at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												
5120	SECURITY CLASS: Unclassified													
5120AA	<p><u>PROP CHARGE LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 03 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PLJ-05-C-0075 MOD/AMD P00008

Page 4 of 24

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5120AB	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 139,493 Prop Charges at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p> <p><u>PROP CHARGES HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 1 PRON: HI56D211HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2007</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 71,327 Prop Charges at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2007												
5130	<p>SECURITY CLASS: Unclassified</p>													
5130AA	<p><u>PROP CHARGE LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 1 PRON: HI56D211HI PRON AMD: 02 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PLJ-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5200AA	<p>\$ [REDACTED]</p> <p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-JAN-2007</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 14,225 bombs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>				\$ [REDACTED]
5210	<p>SECURITY CLASS: Unclassified</p>				
5210AA	<p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2008</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED]</p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52P1J-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5210AB	<p>are provided for teh demilitarization of 1,003 bombs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p> <p><u>BOMBS HIGH RANGE</u></p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 5,711 bombs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												
5220	<p>SECURITY CLASS: Unclassified</p>													
5220AA	<p><u>BOMBS LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 03 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 9,240 Bombs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>													
5300AA	<p>ICM LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>30-JAN-2007</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	30-JAN-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	30-JAN-2007												
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 40,440 ICMS at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>													
5310	<p>SECURITY CLASS: Unclassified</p>													
5310AA	<p>ICM LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> </table>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE				\$ [REDACTED]			
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PLJ-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 0 30-SEP-2008 \$ [REDACTED] Funds in the amount of [REDACTED] are provided for the demilitarization of 2,850 ICMS at a unit price of [REDACTED] (End of narrative F001)				
5310AB	<u>ICMS</u> <u>HIGH RANGE</u> NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2008 \$ [REDACTED] Funds in the amount of [REDACTED] are provided for the demilitarization of 16,234 ICMS at a unit price of [REDACTED] (End of narrative F001)				\$ [REDACTED]
5320	SECURITY CLASS: Unclassified				
5320AA	<u>ICMS</u> <u>LOW RANGE</u> NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 03 ACRN: AB AMS CD: 42104099040 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PHN/SHN W52P1J-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5520AA	<p><u>CBUS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 03 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 2,022 CBUs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												
5601AA	<p><u>PYRO FLARE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-JAN-2007</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 81,257 Pyro Flare at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-JAN-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-JAN-2007												

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Reference No. of Document Being Continued
 PIIN/SHN W52PLJ-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5602AA	<p><u>PYRO MORTAR & GRENADE LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-JAN-2007</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 191,284 Pyro Mort & Hand Grenade at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-JAN-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-JAN-2007												
5603AA	<p><u>PYRO 105 & 155 LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-JAN-2007</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 20,309 Pyro 105 & 155 at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-JAN-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-JAN-2007												

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Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00008

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5604AA	<p><u>PYRO PHOTO FLASH LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-JAN-2007</td> </tr> </table> <p>\$ [REDACTED]</p> <p>(Deleted narrative F0001)</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 42,904 Pyro Photo Flash at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-JAN-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-JAN-2007												
5611	<p>SECURITY CLASS: Unclassified</p>													
5611AA	<p><u>PYRO FLARE LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												

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Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5611AB	<p>of 5,728 Pyro Flares at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p> <p><u>PYRO FLARE HIGH RANGE</u></p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provide for the demilitarization of 32,617 Pyro Flares at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												
5612	<p>SECURITY CLASS: Unclassified</p>													
5612AA	<p><u>PYRO MORTARS & GRENADE LOW RANGE</u></p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												

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Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5612AB	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 13,490 Pyro Mortars & Grenades at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p> <p><u>PYRO MORTARS & GRENADES HIGH RANGE</u></p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for demilitarization of 76,781 Pyro Mortars & Grenades at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												
5614	SECURITY CLASS: Unclassified													
5614AA	<p><u>PYRO PHOTO FLASH LOW RANGE</u></p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												

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Reference No. of Document Being Continued
 PIIN/SIIN W52PLJ-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 3,026 Pyro Photo Flash at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>													
5614AB	<p><u>PYRO PHOTO FLASH HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 04 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 78,689 Pyro Photo Flash at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2008												
5621	<p>SECURITY CLASS: Unclassified</p>													
5621AA	<p><u>PYRO FLARES LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 03 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> </table>	DLVR SCH		PERF COMPL				\$ [REDACTED]						
DLVR SCH		PERF COMPL												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52P1J-05-C-0075 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 54,994 Pyro Flares at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	30-SEP-2008									
5622	SECURITY CLASS: Unclassified										
5622AB	<p><u>PYRO MORTARS & GRENADES HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 03 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 45,764 Pyro Mortars & Grenades at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2008				\$ [REDACTED]
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	30-SEP-2008									
5624	SECURITY CLASS: Unclassified										
5624AA	<p><u>PYRO PHOTO FLASH LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 03 ACRN: AB AMS CD: 42104099040</p>				\$ [REDACTED]						

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative F001)</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 83,696 Prop Charges at a unit price [REDACTED]</p> <p>(End of narrative F002)</p>				

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
5100AA	HI56D200HI 42104100041 A1514041HGHI	AA	1 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5110AA	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5110AB	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5120AA	HI66D201HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5120AB	HI56D211HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5130AA	HI56D211HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5200AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5210AA	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5210AB	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5220AA	HI66D201HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5300AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5310AA	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5310AB	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5320AA	HI66D201HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5400AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 23 of 24

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

LINE ITEM	PRON/ AMS CD/ MI PR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
5410AA	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5410AB	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5420AA	HI66D201HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5510AA	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5510AB	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5520AA	HI66D201HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5601AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5602AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5603AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5604AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5611AA	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5611AB	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5612AA	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5612AB	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5614AA	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5614AB	HI66D200HI	AB	2	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 24 of 24

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
	42104099040 A1614040HGHI		6RM034			
5621AA	HI66D201HI 42104099040 A1614040HGHI	AB	2 6RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5622AB	HI66D201HI 42104099040 A1614040HGHI	AB	2 6RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5624AA	HI66D201HI 42104099040 A1614040HGHI	AB	2 6RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
6222AA	HI66D201HI 42104099040 A1614040HGHI	AB	2 6RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 52034000051B1B05P421041252G	S28017 W52P1J	\$ [REDACTED]
Army	AB	21 62034000061B1B05P421040252G	S28017 W52P1J	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION		
AA	21 050720340000	S28017 51B1B0542104100041252G	5RM068S28017 W15QKN
AB	21 060820340000	S28017 61B1B0542104099040252G	6RM034S28017 W52P1J

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

Page 1 Of 6

2. Amendment/Modification No.

P00009

3. Effective Date

2006OCT20

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

HQ ARMY SUSTAINMENT COMMAND
 AMSAS-ACA-R
 RYAN LARRISON (309)782-6214
 ROCK ISLAND, IL 61299-6500
 BLDGS 350 & 390
 EMAIL: RYAN.LARRISON@US.ARMY.MIL

Code

WS2P1J

7. Administered By (If other than Item 6)

DCMA ST PETERSBURG
 GADSDEN BLDG., SUITE 200
 9549 KOGER BLVD
 ST PETERSBURG, FL 33702-2455

Code

S1109A

SCD B

PAS NONE

ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
 11399 16TH COURT NORTH
 SUITE 200
 SAINT PETERSBURG, FL 33716-3807

TYPE BUSINESS: Large Business Performing in U.S.

Code 0F875

Facility Code

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

WS2P1J-05-C-0075

10B. Dated (See Item 13)

2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)

ACRN: AA NET DECREASE: [REDACTED]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)

16A. Name And Title Of Contracting Officer (Type or print)

CHRIS THOMPSON
 CHRISTINE.L.THOMPSON@US.ARMY.MIL (309)782-4345

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/
 (Signature of Contracting Officer)

2006OCT20

NSN 7540-01-152-8070
 PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA FAR (48 CFR) 53.243

GD-OTS-EPA108

001370

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN WS2P1J-05-C-0075

MOD/AMD P00009

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification P00009 is to decrease the total dollars associated with Line Items (CLINS) 5100AA, 5200AA, 5300AA, 5400AA, 5601AA, 5602AA, 5603AA, and 5604AA by [REDACTED]. Modification P00008 will increase the remaining Line Items (CLINS) by this [REDACTED]. (Note: There is a discrepancy of [REDACTED] difference between the Government total and GDOTS's total).

2. The above shall be accomplished at no cost to either parties.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0019 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00009

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5100AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-JAN-2007</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5200AA	<p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-JAN-2007</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5300AA	<p><u>ICM</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00009

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5400AA	<p>001 0 30-JAN-2007</p> <p>\$ [REDACTED]</p> <p><u>EXPLOSIVE D</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-JAN-2007</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-JAN-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-JAN-2007												
5500AA	<p><u>CBU</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ [REDACTED]									
5601AA	<p><u>PYRO FLARE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-JAN-2007</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-JAN-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-JAN-2007												

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00009

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
5100AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5200AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5300AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5400AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5601AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5602AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5603AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5604AA	HI56D200HI 42104100041 A1514041HGHI	AA	2 5RM068	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
					NET CHANGE	\$	[REDACTED]		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 52034000051B1B05P421041252G S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	21 050720340000 S28017 51B1B0542104100041252G 5RM068S28017 W15QKN

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 21

2. Amendment/Modification No. P00010	3. Effective Date 2006NOV20	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R RYAN LARRISON (309) 782-6214 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: RYAN.LARRISON@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455	Code S1109A
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SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/> <input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52P1J-05-C-0075 10B. Dated (See Item 13) 2005AUG18
--	---	--

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: G

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) CHRIS THOMPSON CHRISTINE.L.THOMPSON@US.ARMY.MIL (309) 782-4345
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)
	16C. Date Signed 2006NOV20

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 21
	PIIN/SIIN W52P1J-05-C-0075	MOD/AMD P00010	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to incorporate the following changes into subject contract:

a. Change the first sentence in paragraph 1.b. on page 2 of 26, modification P00008:

FROM: "Delete the requirements for Pyrotechnics 105mm and 155mm in their entirety and replace with:"

TO: "Delete the requirements for Pyrotechnics 105mm and 155mm for Option 1 and replace with:"

b. Add the following narrative to Line Item (CLIN) 5130AA as follows: (See Schedule B)

"Funds in the amount of [REDACTED] are provided for the demilitarization of 83,696 Prop Charges at a unit price of [REDACTED]."

c. Reprint Schedule B in its entirety to reflect the current total contract amount and to change the delivery dates (See Schedule B). (Note: Attached in Section J is a reprint of the total contract amount)

d. Transfer accountability of attached list of equipment from Contract DAAA09-99-D-0004 to subject contract (See Section J).

e. Substitute 30,851 B627's for 30,851 G895's (3,140 G895 for base quantities and 27,711 G895 for Option quantities).

2. The above shall be accomplished at no cost to either parties.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0021 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5100AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 05 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 214,748 prop charges at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												
5110AA	<p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 15,137 prop charges at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00010

Page 4 of 21

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5110AB	<p><u>PROP CHARGES HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 86,207 prop charges at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												
5120AA	<p><u>PROP CHARGE LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 139,493 Prop Charges at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52P1J-05-C-0075 MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5210AB	<p><u>BOMBS HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 5,711 bombs at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												
5220AA	<p><u>BOMBS LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 9,240 Bombs at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5310AB	<p>ICMS HIGH RANGE</p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 03-JUN-2009</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 16,234 ICMS at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>				\$ [REDACTED]
5320AA	<p>ICMS LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 03-JUN-2009</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 26,268 ICMS at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PLJ-05-C-0075 MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5400AA	<p>EXPLOSIVE D LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 05 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 24,810 Expl D at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	03-JUN-2009												
5410AA	<p>EXPL D LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,750 Expl D at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	03-JUN-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PLJ-05-C-0075 MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5410AB	<p><u>EXPL D</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 9,961 Expl D at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												
5420AA	<p><u>EXPLOSIVE D</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 16,117 Explo D at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												
5500AA	<p><u>CBU</u> <u>LOW RANGE</u></p>				\$ [REDACTED]									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00010

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5611AA	<p>PYRO FLARE LOW RANGE</p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 5,728 Pyro Flares at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												
5611AB	<p>PYRO FLARE HIGH RANGE</p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>03-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provide for the demilitarization of 42,358 Pyro Flares at a unit price of [REDACTED]</p> <p>(End of narrative F002)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	03-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	03-JUN-2009												
5612AA	<p>PYRO MORTARS & GRENADE LOW RANGE</p>				\$ [REDACTED]									

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 21 of 21
	PIIN/SIN W52P1J-05-C-0075	MOD/AMD P00010	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

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>
Attachment 044	REPRINT OF THE TOTAL CONTRACT AMOUNT - SECTION G		003	
Attachment 045	LIST OF GOVERNMENT FURNISHED EQUIPMENT	23-JUN-2005	001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 2

2. Amendment/Modification No. P00011	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	-------------------	---	--------------------------------

6. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R BRETT LUCHSINGER (309)782-3869 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455	Code S1109A
--	----------------	--	----------------

SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: G

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) <i>Bill Hoegg, Contract Administrator</i>	16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571
15B. Contractor/Offeror <i>Bill Hoegg</i> (Signature of person authorized to sign)	15C. Date Signed <i>6 Feb. 07</i>
16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 2
	PIIN/SIN W52P1J-05-C-0075 MOD/AMD P00011	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification #11 to Contract W52P1J-05-C-0075 is to:

Incorporate place of performance as follows:

<u>Demil Family</u>	<u>Supplier</u>	<u>Place of Performance</u>
ICM (except DODIC 562)	EBV EEC	Joplin, MO
ICM (DODIC 562)	PB-Nammo at NAD	NO-7332 Lokken Verk, Norway (Only Base Year)
CBU	EBV EEC	Joplin, MO
Pyrotechnics	EBV EEC	Joplin, MO
Bomb	MAAP	McAlester, OK
Propelling Charges	PB-Nammo at IOW	Jefferson, IN
Explosive-D 6 and 8 rounds	PB-Nammo at Gradient	Crane, IN
Explosive-D 5 rounds	PB-Nammo at NAD	NO-7332 Lokken Verk, Norway (Only Base Year)

2. The above shall be accomplished at no additional cost to either party under the terms of this contract.

3. All other terms and conditions of the contract remain unchanged.

*** END OF NARRATIVE A 0022 ***

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 24.

2. Amendment/Modification No.

P00012

3. Effective Date

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

HQ ARMY SUSTAINMENT COMMAND
AMSAS-ACA-R
BRETT LUCHSINGER (309)782-3869
ROCK ISLAND, IL 61299-6500
BLDGS 350 & 390
EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL

Code

W52P1J

7. Administered By (If other than Item 6)

DCMA ST PETERSBURG
GADSDEN BLDG., SUITE 200
9549 KOGER BLVD
ST PETERSBURG, FL 33702-2455

Code

S1109A

SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
11399 16TH COURT NORTH
SUITE 200
SAINT PETERSBURG, FL 33716-3807

TYPE BUSINESS: Large Business Performing in U.S.

Code 0F875

Facility Code

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52P1J-05-C-0075

10B. Dated (See Item 13)

2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)

ACRN: AC NET INCREASE: [REDACTED]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)

Jim Fagan, Contracts Manager

16A. Name And Title Of Contracting Officer (Type or print)

KIM M. JONES
KIM.M.JONES1@US.ARMY.MIL (309) 782-0571

15B. Contractor/Offeror

Jim Fagan
(Signature of person authorized to sign)

15C. Date Signed

4/3/07

16B. United States Of America

By _____
(Signature of Contracting Officer)

16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

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PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00012

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00012 is to do the following:

1. Incorporate the following Option Periods in accordance with the contract effective date established under modification P00006.

Option Period 1: 01 Oct 2006 30 Sep 2007

Option Period 2: 01 Oct 2007 30 Sep 2008

Option Period 3: 01 Oct 2008 30 Sep 2009

Option Period 4: 01 Oct 2009 30 Sep 2010

2. Exercise Option 1 for the following families, price range and quantities:

5130AB	Propelling Charges	High Range	12,369 each
5220AB	Bombs	Low Range	5,544 each
5320AB	ICMs	Low Range	5,274 each
5420AB	Explosive D	Low Range	9,669 each
5520AB	Cluster Bomb Units	Low Range	1,214 each
5520AC	Cluster Bomb Units	High Range	1,214 each
5621AB	Pyro Flares	Low Range	29,452 each
5621AC	Pyro Flares	High Range	31,666 each
6222AB	Pyro Mortar & Grenades	High Range	28,780 each
5603AC	Pyro 105mm & 155mm	Low Range	853 each
5624AB	Pyro Photoflash	Low Range	16,720 each
5624AC	Pyro Photoflash	High Range	16,722 each

3. Incorporate Attachment 046, Asset List, for the above listed assets.

4. Revise Performance Completion dates as reflected in Schedule B.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0023 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00012

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5100AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 05 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-MAY-2007</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAY-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-MAY-2007												
5110AA	<p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-MAY-2007</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAY-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-MAY-2007												
5110AB	<p><u>PROP CHARGES</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>				\$ [REDACTED]			
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5120AA	<p>001 0 31-AUG-2007</p> <p>\$ [REDACTED]</p> <p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 29-FEB-2008</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5120AB	<p><u>PROP CHARGES</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 1 PRON: HI56D211HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-JUL-2008</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5130AA	<p><u>PROP CHARGE</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 1 PRON: HI56D211HI PRON AMD: 04 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ [REDACTED]

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5130AB	<p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-APR-2008</p> <p>\$ [REDACTED]</p> <p><u>PROP CHARGES</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI76D205HI PRON AMD: 01 ACRN: AC AMS CD: 42104099041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 01-OCT-2008</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 12,369 prop charges at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>				\$ [REDACTED]
5200AA	<p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 05 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-NOV-2007</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]

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Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00012

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5210AA	<p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-NOV-2007</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-NOV-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-NOV-2007												
5210AB	<p><u>BOMBS</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-AUG-2008</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-AUG-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-AUG-2008												
5220AA	<p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-JUN-2009												

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Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00012

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
5220AB	<p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI76D205HI PRON AMD: 01 ACRN: AC AMS CD: 42104099041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERFORM COMPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>01-OCT-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 5,544 bombs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p> </p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	01-OCT-2008				\$ [REDACTED]
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	01-OCT-2008									
5300AA	<p><u>ICM</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 05 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERFORM COMPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-JAN-2008</td> </tr> </table> <p>\$ [REDACTED]</p> </p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-JAN-2008				\$ [REDACTED]
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	31-JAN-2008									
5310AA	<p><u>ICM</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p>				\$ [REDACTED]						

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00012

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5410AB	<p>\$ [REDACTED]</p> <p>EXPL D HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 31-DEC-2008</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5420AA	<p>EXPLOSIVE D LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 31-MAR-2009</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5420AB	<p>EXPLOSIVE D LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI76D205HI PRON AMD: 01 ACRN: AC AMS CD: 42104099041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$ [REDACTED]

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Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00012

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
5520AC	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,214 CBUs at a unit price of [REDACTED].</p> <p>(End of narrative F001)</p> <p><u>CBU HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI76D205HI PRON AMD: 01 ACRN: AC AMS CD: 42104099041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>QUANTITY</th> </tr> <tr> <th>DATE</th> <th></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> </tr> <tr> <td></td> <td>01-OCT-2008</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY	DATE		001	0		01-OCT-2008				\$ [REDACTED]
DLVR SCH	PERF COMPL														
REL CD	QUANTITY														
DATE															
001	0														
	01-OCT-2008														
5601AA	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,214 CBUs at a unit price of [REDACTED].</p> <p>(End of narrative F001)</p> <p><u>PYRO FLARE LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 05 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>QUANTITY</th> </tr> <tr> <th>DATE</th> <th></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> </tr> <tr> <td></td> <td>31-MAR-2007</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY	DATE		001	0		31-MAR-2007				\$ [REDACTED]
DLVR SCH	PERF COMPL														
REL CD	QUANTITY														
DATE															
001	0														
	31-MAR-2007														
5602AA	<p><u>PYRO MORTAR & GRENADE LOW RANGE</u></p>				\$ [REDACTED]										

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 853 PYRO 105 & 155 at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>													
5604AA	<p><u>PYRO PHOTO FLASH LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI56D200HI PRON AMD: 05 ACRN: AA AMS CD: 42104100041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-JUL-2007</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-JUL-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-JUL-2007												
	<p><u>PYRO FLARE LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-MAR-2007</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAR-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-MAR-2007												
5611AB	<p><u>PYRO FLARE HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p>				\$ [REDACTED]									

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5624AC	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 16,720 Pyro Photo Flash at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p> <p><u>PYRO PHOTO FLASH HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI76D205HI PRON AMD: 01 ACRN: AC AMS CD: 42104099041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>01-OCT-2008</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	01-OCT-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	01-OCT-2008												
6222AA	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 16,722 Pyro Photo Flash at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p> <p><u>PYRO MORTARS & GRENADES LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>28-FEB-2007</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	28-FEB-2007				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	28-FEB-2007												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00012

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
6222AB	<p>PYRO MORTAR&GRENADE HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI76D205HI PRON AMD: 01 ACRN: AC AMS CD: 42104099041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>01-OCT-2008</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 28,780 Pyro Mortar & Grenade at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	01-OCT-2008				\$ 114,256.60
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	01-OCT-2008												

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00012

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIFR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5130AB	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5220AB	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5320AB	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5420AB	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5520AB	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5520AC	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5603AC	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5621AB	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5621AC	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5624AB	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5624AC	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
6222AB	HI76D205HI 42104099041 A1714041HGHI	AC	2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	21 72034000071B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00012

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

<u>ACRN</u>	<u>EDI ACCOUNTING CLASSIFICATION</u>		
AC	21 070920340000 S28017 71B1B0542104099041252H	7RM034S28017	W52P1J

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00012	Page 24 of 24
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 046	ASSET LIST	28-MAR-2007	009	DATA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00013 3. Effective Date 1 May 2007 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R BRETT LUCHSINGER (309)782-3869 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL Code W52P1J 7. Administered By (If other than Item 6) DCMA ST PETERSBURG GADSDEN BLDG., SUITE 200 9549 KOGER BLVD ST PETERSBURG, FL 33702-2455 Code S1109A SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S. Code OF875 Facility Code 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52P1J-05-C-0075 10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA

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

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

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

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

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

15A. Name And Title Of Signer (Type or print) Jim Fagan Contracts Manager 16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571 15B. Contractor/Officer *Jim Fagan* 15C. Date Signed 5/1/2007 16B. United States Of America By *Kim M Jones* 16C. Date Signed 1 May 2007 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SIIN W52P1J-05-C-0075	MOD/AMD P00013	
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.			

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification P00013 is to do the following:

a. Correct Modification P00010 which transferred tag #10432 Scale System #1 to EBV EEC. Since the EBV EEC moving crew took tag #10433 Scale System #2 to Joplin instead and both systems are exactly the same the Government accepts this change and will adjust the attached GFE list from DAAA09-99-D-0004 (Attachment 047).

b. Add tag #10596, Transportation Box #2, to attached GFE list from DAAA09-99-D-0004. (Attachment 047).

c. Add tag #10677, Safety Mat System, to EBV EEC to attached GFE list from DAAA09-99-D-0004. (Attachment 047).

2. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0024 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
	PIIN/SIIN W52PLJ-05-C-0075	MOD/AMD P00013	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

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>
Attachment 047	GFE INVENTORY LIST AT EBV FROM FT.WINGATE	30-APR-2007	001	DATA

W52P1J-05-C-0075
EBV GFE Inventory List

April 30, 2007

U.S. GOV'T PROPERTY LIST from IDIQ 1																
TAG NO.	EBV Request	DESCRIPTION	BRAND	SERIAL NO.	MODEL NO.	OWNER	LOCATION	VALUE	VENDOR	COND	INV. DATE	ACQ. DATE	MEMO	STE	PR #	STATUS
10433	10433	SCALE SYSTEM #2	WEIGH-TRONIX	3537	WI-150	G-ED07	WIN 536	\$6,106.00	SHEARMAN PEASE	A4	2/20/2007	8/25/99	MOVE TO 536		991088	10432
10453	10453	YARD RAMP #1	YARD KING	980893	AY-167036L	G-ED07	WIN MH	\$8,792.00	CADILLAC FAB	A4	6/17/2005	11/15/99			991255	10453
10454	10454	YARD RAMP #2	YARD KING	980880	AY-167036L	G-ED07	WIN MH	\$8,792.00	CADILLAC FAB	A4	6/17/2005	11/15/99			991255	10454
10483	10483	HYDRAULIC SCISSOR LIFT #1/PARTS	AUTOQUIP	119941753B	36540EXW	G-ED07	WIN 528	\$4,031.15	AUTOQUIP	A4	6/17/2005	10/1/99	ALSO PO 991805		991360	
10484	10484	HYDRAULIC SCISSOR LIFT #2/PARTS	AUTOQUIP	119941753	36540EXW	G-ED07	WIN 528	\$4,031.15	AUTOQUIP	A4	6/17/2005	10/1/99	ALSO PO 991805		991360	
10505	10505	5500 LB PALLET JACK	JET	90503783	PT27481	G-ED07	WIN 528	\$345.00	FRANK'S SUPPLY	A4	6/17/2005	11/10/99			991347	
10539	10539	1999 FORD RANGER TRUCK-C	FORD	R14V6XPB25140	RANGER	G-ED07	WIN MH	\$16,443.00	DON CHALMERS	A4	6/17/2005	12/23/99			991586	
10540	10540	1999 FORD RANGER TRUCK-D	FORD	R14V5XPA81227	RANGER	G-ED07	WIN MH	\$16,520.00	DON CHALMERS	A4	6/17/2005	12/30/99			991586	
10543	10543	2000 FORD F-250 SD TRUCK-G	FORD	W20L5YEA48733	FORD	G-ED07	WIN MH	\$25,496.00	DON CHALMERS	A4	6/17/2005	12/30/99			991586	
10544	10544	2000 FORD F-250 SD TRUCK-E	FORD	X21L1YEA59112	FORD	G-ED07	WIN MH	\$26,360.00	DON CHALMERS	A4	6/17/2005	12/30/99			991586	
10547	10547	FORK LIFT TRUCK 4000 LB #1	YALE	AB10N05000W	GLP040AFNUAE084	G-ED07	WIN MH	\$18,723.00	MEDLEY	A4	6/17/2005	12/6/99			991358	
10548	10548	FORK LIFT TRUCK 4000 LB #2	YALE	AB10N05001W	GLP040AFNUAE084	G-ED07	WIN MH	\$18,723.00	MEDLEY	A4	6/17/2005	12/6/99			991358	
10554	10554	24-30' GOOSENECK TRAILER #1	BIG TEX	4KGX242XY164928	2000/353452	G-ED07	WIN MH	\$7,485.00	HOUSTON WEST	A4	6/17/2005	12/30/99			991686	
10570	10570	CHOP SAW	MILWAUKEE	968A999230524	6176-20	G-ED07	WIN T33	\$226.67	FOUR CORNERS	A4	6/17/2005	12/23/99			991743	
10595	10595	TRANSPORTATION BOX #2			TRUCK E	G-ED07	WIN 538	\$475.00	UNIVERSAL TECH	A4	2/20/2007	2/1/00			200033	
10601	10601	SWIVEL CUT-OFF BAND SAW	DO-ALL	537-99106	C-916	G-ED07	WIN 537	\$12,795.00	DO ALL	A4	6/17/2005				200205	10601
10642	10642	SELF DUMPING HOPPER (1)				G-ED07	WIN 537	\$624.00	FASTENAL	A4	6/17/2005	3/10/00			200352	
10643	10643	SELF DUMPING HOPPER (2)				G-ED07	WIN 537	\$624.00	FASTENAL	A4	6/17/2005	3/10/00			200352	
10661	10661	SELF DUMPING HOPPER (1)				G-ED07	WIN 537	\$393.90	LAB SAFETY	A4	6/17/2005	6/12/00			201137	
10662	10662	SELF DUMPING HOPPER (2)				G-ED07	WIN 537	\$393.90	LAB SAFETY	A4	6/17/2005	7/8/00			201137	
10677	10677	SAFETY MAT SYSTEM	SCIENTIFIC TECH	AC182082	MC4-0011	G-ED07	WIN 538	\$903.00	IP TECH	A4	2/20/2007	7/31/00			201179	
10904	10904	GOOSENECK TRAILER			20GN-20+5	G-ED07	WIN MH	\$4,000.00	KYODY TRAILERS	A4	6/17/2005	4/3/03	REPLACEMENT		206904	
10534-1	10534-1	APE 1925 DISASSEMBLY MACHINE	HUBCITY-889	0220-47465-182	182	G-ED07	WIN 537	\$4,000.00	AMMUNITION EQ	A4	6/17/2005				200206	
10534-2	10534-2	SHIELDING FOR CANDLE PUSHER				G-ED07	WIN 537	\$3,996.78	PRO FAB	A4	6/17/2005	4/26/00			200567	

GD-OTS-EPA164

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 5

2. Amendment/Modification No.

P00014

3. Effective Date

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

HQ ARMY SUSTAINMENT COMMAND
AMSAS-ACA-R
BRETT LUCHSINGER (309)782-3869
ROCK ISLAND, IL 61299-6500
BLDGS 350 & 390

Code

W52PLJ

7. Administered By (If other than Item 6)

DCMA AMMUNITION GROUP
DCMAG-MSM
BUILDING 1, ARDEC
PICATINNY ARSENAL, NJ 07806-5000

Code

S3403A

EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL

SCD B

PAS NONE

ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
11399 16TH COURT NORTH
SUITE 200
SAINT PETERSBURG, FL 33716-3807

TYPE BUSINESS: Large Business Performing in U.S.

Code 0F875

Facility Code

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52PLJ-05-C-0075

10B. Dated (See Item 13)

-2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)

ACRN: AC NET INCREASE: _____

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order Is Issued Pursuant To:
The Contract/Order No. In Item 10A.

The Changes Set Forth In Item 14 Are Made In

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.)
Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103(a)

D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)

JIM FAGAN CONTRACTS MANAGER

16A. Name And Title Of Contracting Officer (Type or print)

KIM M. JONES
KIM.M.JONES@US.ARMY.MIL (309) 782-0571

15B. Contractor/Officer

Jim Fagan
(Signature of person authorized to sign)

15C. Date Signed

09 AUG 2007

16B. United States Of America

By _____
(Signature of Contracting Officer)

16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

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

Page 2 of 5

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00014

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00014 is to do the following:

1. Add the requirement for demilitarization of approximately 610,965 miscellaneous pyrotechnic items and components for a total amount of [REDACTED]
2. The Government reserves the right to vary the 610,965 estimated demilitarization quantity up to an additional 5% (30,548) at no additional cost to the government.
3. The contractor will use a per unit price of [REDACTED] for invoicing with the last invoice being the balance in order to total the firm fixed price of [REDACTED]
4. Completion of all demilitarization will occur 120 after receipt of the material. The January 15, 2008 date located in CLIN 6223AA is only an estimated performance completion date. Revised delivery schedule for CLINs 5100AA through 6222AB will be provided by GDOTS within 10 days of receipt of this modification.
5. As a result of this action, the total contract value is increased by [REDACTED] from [REDACTED] to [REDACTED]
6. Incorporate Attachment 048, Asset List, for the above listed assets.
7. Change Block 7, Administration Office, from DCMA St. Petersburg, FL, S1109A, to DCMA Ammunition Group, Picatinny Arsenal, NJ, S34037
8. Change Block 15 of the Basic DD Form 1155, Paying office from DFAS Columbus-Center, HQ0338 to DFAS Columbus Center, North Entitlement Operations, HQ0337.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0025 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00014

Page 3 of 5

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
6223	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SECURITY CLASS: Unclassified</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of approximately 610,965 miscellaneous pyrotechnic items and components at a unit price of [REDACTED]. The last invoice being the balance in order to total our firm fixed price of [REDACTED].</p> <p>(End of narrative A001)</p>													
6223AA	<p>MISCELLANEOUS PYROTECHNIC ITEMS & COMPONENTS</p> <p>NOUN: COMMERCIAL DEMIL ADD-ON PRON: HI76D215HI PRON AMD: 01 ACRN: AC AMS CD: 42104099041</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>15-JAN-2008</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	15-JAN-2008				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	15-JAN-2008												

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SHN W52P1J-05-C-0075

MOD/AMD P00014

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
6223AA	HI76D215HI 42104099041 A1714041HGHI	AC 2 7RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
NET CHANGE			\$ [REDACTED]		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AC	21 72034000071B1B05P421040252H	S28017 W52P1J	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION
AC	21 070920340000 S28017 71B1B0542104099041252H 7RM034S28017 W52P1J

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00014

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0048	ASSET LIST	01-AUG-2007	001	DATA

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

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PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00015

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00015 is to do the following:

1. Exercise Option 2 for the following families, price range and quantities:

5140AA	Propelling Charges	Low Range	216,688 each
5140AB	Propelling Charges	High Range	81,259 each
5230AA	Bombs	Low Range	14,354 each
5230AB	Bombs	High Range	2,241 each
5330AA	ICMs	Low Range	40,805 each
5330AB	ICMs	High Range	15,302 each
5430AA	Explosive D	Low Range	25,035 each
5430AB	Explosive D	High Range	1,000 each
5530AA	Cluster Bomb Units	Low Range	3,142 each
5530AB	Cluster Bomb Units	High Range	1,178 each
5631AA	Pyro Flares	Low Range	81,986 each
5631AB	Pyro Flares	High Range	30,744 each
6232AA	Pyro Mortar & Grenades	Low Range	90,205 each
5613AA	Pyro 105mm & 155mm	Low Range	3,674 each
5634AA	Pyro Photoflash	Low Range	43,293 each
5634AB	Pyro Photoflash	High Range	16,235 each

2. Incorporate Attachment 049, Asset List, for the above listed assets.

3. Performance Completion dates are 18 months after contract award as reflected in Schedule B.

4. As a result of this modification, the total contract value is increased by [REDACTED] from [REDACTED] to [REDACTED]

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0026 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00015

Page 3 of 14

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
5140	SECURITY CLASS: Unclassified				
5140AA	<p>PROP CHARGES LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 11-JUN-2009</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 216,688 prop charges at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>				\$ [REDACTED]
5140AB	<p>PROP CHARGES HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 11-JUN-2009</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 81,259 prop charges at a unit</p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00015

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	Funds in the amount of [REDACTED] are provided for the demilitarization of 2,241 bombs at a unit price of [REDACTED] (End of narrative F001)													
5330	SECURITY CLASS: Unclassified													
5330AA	<u>ICM</u> <u>LOW RANGE</u> NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <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>0</td> <td>11-JUN-2009</td> </tr> </table> \$ [REDACTED]	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	11-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	11-JUN-2009												
5330AB	<u>ICM</u> <u>HIGH RANGE</u> NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <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>0</td> <td>11-JUN-2009</td> </tr> </table> \$ [REDACTED]	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	11-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	11-JUN-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00015

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Funds in the amount of [REDACTED] are provided for the demilitarization of 15,302 ICMS at a unit price of [REDACTED] (End of narrative F001)				
5430	SECURITY CLASS: Unclassified				
5430AA	EXPLOSIVE D LOW RANGE NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 11-JUN-2009 \$ [REDACTED]				\$ [REDACTED]
5430AB	Funds in the amount of [REDACTED] are provided for the demilitarization of 25,035 Explosive D at a unit price of [REDACTED] (End of narrative F001) EXPLOSIVE D HIGH RANGE NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 11-JUN-2009				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00015

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,000 Explosive D at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>													
5530	SECURITY CLASS: Unclassified													
5530AA	<p><u>CBU</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>11-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 3,142 CBUs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	11-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	11-JUN-2009												
5530AB	<p><u>CBU</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>				\$ [REDACTED]			
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00015

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	001 0 11-JUN-2009 \$ [REDACTED] Funds in the amount of [REDACTED] are provided for the demilitarization of 1,178 CBUs at a unit price of [REDACTED] (End of narrative F001)													
5613	SECURITY CLASS: Unclassified													
5613AA	<u>PYRO 105 & 155</u> <u>LOW RANGE</u> NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>11-JUN-2009</td> </tr> </table> \$ [REDACTED] Funds in the amount of [REDACTED] are provided for the demilitarization of 3,674 Pyro 105 & 155 at a unit price of [REDACTED] (End of narrative F001)	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	11-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	11-JUN-2009												
5631	SECURITY CLASS: Unclassified													
5631AA	<u>PYRO FLARE</u> <u>LOW RANGE</u> NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039 <u>Inspection and Acceptance</u>				\$ [REDACTED]									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00015

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>11-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 81,986 pyro flares at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	11-JUN-2009				
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	11-JUN-2009												
5631AB	<p><u>PYRO FLARE</u> HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>11-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 30,744 pyro flares at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	11-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	11-JUN-2009												
5634	<p>SECURITY CLASS: Unclassified</p>													
5634AA	<p><u>PYRO PHOTO FLASH</u> LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039</p>				\$ [REDACTED]									

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: H186D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th data-bbox="305 583 391 611">DLVR SCH</th> <th data-bbox="467 583 581 611">QUANTITY</th> <th data-bbox="657 583 760 611">PERF COMPL</th> </tr> <tr> <th data-bbox="305 611 391 638">REL CD</th> <th data-bbox="467 611 581 638">DATE</th> <th data-bbox="657 611 760 638">DATE</th> </tr> </thead> <tbody> <tr> <td data-bbox="305 638 391 665">001</td> <td data-bbox="467 638 581 665">0</td> <td data-bbox="657 638 760 665">11-JUN-2009</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 90,205 pyro mortar & grenades at a unit price of [REDACTED]</p> <p>(End of narrative P001)</p>	DLVR SCH	QUANTITY	PERF COMPL	REL CD	DATE	DATE	001	0	11-JUN-2009				
DLVR SCH	QUANTITY	PERF COMPL												
REL CD	DATE	DATE												
001	0	11-JUN-2009												

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Reference No. of Document Being Continued

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PIIN/SHN W52P1J-05-C-0075

MOD/AMD P00015

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
5140AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5140AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5230AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5230AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5330AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5330AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5430AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5430AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5530AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5530AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5613AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5631AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5631AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5634AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]
5634AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	\$	[REDACTED]	\$	[REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SHN W52P1J-05-C-0075

MOD/AMD P00015

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
6232AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AD	21 82034000081B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION	
AD	21 081020340000 S28017 81B1B0542104099039252H	8RM203S28017 W52P1J

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00015

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

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>
Attachment 0049	ASSET LIST	17-DEC-2007	013	DATA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code
Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. P00016	3. Effective Date 2008FEB07	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R BRETT LUCHSINGER (309)782-3869 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL	Code	W52P1J	7. Administered By (If other than Item 6) DCMA AMMUNITION GROUP DCMAG-MSM BUILDING 1, ARDEC PICATINNY ARSENAL, NJ 07806-5000	Code	S3403A
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SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AB NET INCREASE: _____

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2008FEB07

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00016

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00016 is to do the following:

1. Exercise Option 2 for the following families, price range and quantities:

5240AB	Bombs	High Range	3,142 each
5440AB	Explosive D	High Range	8,389 each

2. Incorporate Attachment 0050, Asset List, for the above listed assets.

3. Performance Completion dates are 18 months after contract award as reflected in Schedule B.

4. As a result of this modification, the total contract value is increased by [REDACTED] from [REDACTED] to [REDACTED]

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0027 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00016

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
5240	SECURITY CLASS: Unclassified										
5240AB	<p>BOMBS HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI66D210HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></td> <td></td> </tr> <tr> <td>001 0 30-JUL-2009</td> <td></td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 3,142 bombs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001 0 30-JUL-2009			LO		\$ [REDACTED]
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
001 0 30-JUL-2009											
5440	SECURITY CLASS: Unclassified										
5440AB	<p>EXPLOSIVE D HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI66D210HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></td> <td></td> </tr> <tr> <td>001 0 30-JUL-2009</td> <td></td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001 0 30-JUL-2009			LO		\$ [REDACTED]
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
001 0 30-JUL-2009											

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00016

Page 4 of 6

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 8,389 Explosive D at a unit price of [REDACTED]</p> <p>(End of narrative P001)</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00016

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5240AB	HI66D210HI 42104099040 A1614040HGHI	AB 2 6RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5440AB	HI66D210HI 42104099040 A1614040HGHI	AB 2 6RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
			NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	21 62034000061B1B05P421040252G S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION
AB	21 060820340000 S28017 61B1B0542104099040252G 6RM034S28017 W52P1J

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00016

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0050	ASSET LIST	04-FEB-2008	003	DATA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 2

2. Amendment/Modification No. P00017 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S3403A
 HQ ARMY SUSTAINMENT COMMAND DCMA AMMUNITION GROUP
 AMSAS-ACA-R DCMAG-MSM
 BRETT LUCHSINGER (309)782-3869 BUILDING 1, ARDEC
 ROCK ISLAND, IL 61299-6500 PICATINNY ARSENAL, NJ 07806-5000
 BLDGS 350 & 390
 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) 9A. Amendment Of Solicitation No.
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
 11399 16TH COURT NORTH
 SUITE 200
 SAINT PETERSBURG, FL 33716-3807
 TYPE BUSINESS: Large Business Performing in U.S.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-05-C-0075
 10B. Dated (See Item 13)
 2005AUG18
 Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: G

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 JIM FAGAN, CONTRACTS MANAGER KIM M. JONES
 KIM.M.JONES1@US.ARMY.MIL (309)782-0571
 15B. Contractor/Officer *Jim Fagan* 15C. Date Signed 16B. United States Of America 16C. Date Signed
 (Signature of person authorized to sign) 03 MAR 2008 By _____ (Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 2
	PIIN/SIIN W52P1J-05-C-0075	MOD/AMD P00017	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00017 to Contract W52P1J-05-C-0075 is to:

1. Incorporate place of performance for the demilitarization of ICM, D562 and Explosive D, D235 and D330 rounds.
2. Demil of the following assets under Options 1 and 2 will be performed at PB Nammo NAD, Norway.

<u>Demil Family</u>	<u>Option 1</u>	<u>Option 2</u>
ICM, D562	0	2000
Explosive D, D235	6643	0
Explosive D, D330	4268	71

3. If future options are exercised, GDOTS shall provide a letter to the PCO identifying the place of performance (PB Nammo at Gradient or PB Nammo NAD, Norway) for the demil of these rounds and associated quantities.
4. In accordance with the Contract terms in Section F, all actions required to effect the movement of ammunition from the proposed places of performance to any revised places of performance, shall be the responsibility of the contractor and shall be executed IAW all applicable Federal, State, and local laws and regulations. GDOTS shall be responsible for any additional transportation, packaging, or storage charges that result from this change in place of performance.
5. All other terms and conditions of the contract remain unchanged.

*** END OF NARRATIVE A0028 ***

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00018 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S3403A
 HQ ARMY SUSTAINMENT COMMAND
 AMSAS-ACA-R
 BRETT LUCHSINGER (309) 782-3869
 ROCK ISLAND, IL 61299-6500
 BLDGS 350 & 390
 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL
 DCMA AMMUNITION GROUP
 DCMAG-MSM
 BUILDING 1, ARDEC
 PICATINNY ARSENAL, NJ 07806-5000
 SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
 11399 16TH COURT NORTH
 SUITE 200
 SAINT PETERSBURG, FL 33716-3807
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-05-C-0075
 10B. Dated (See Item 13)
 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AB NET DECREASE: [REDACTED]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

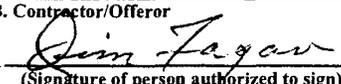
A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 JIM FAGAN, CONTRACTS MANAGER KIM M. JONES
 KIM.M.JONES1@US.ARMY.MIL (309) 782-0571
 15B. Contractor/Officer 15C. Date Signed 16B. United States Of America 16C. Date Signed
 20 MAR 2008 By _____
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
	PIIN/SIIN W52P1J-05-C-0075	MOD/AMD P00018	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00018 to Contract W52P1J-05-C-0075 is to:

1. Deobligate funds in the amount of [REDACTED] from CLIN 5310AB for the purchase and transport of 32 Inert D563 Rounds from Miesau, Germany to SAB at Elmshorn, Germany for the design/proveout of a new ICM machine at SAB Germany. CLIN 5310 is decreased from [REDACTED] to [REDACTED]
2. As a result of this modification, the total contract value is decreased by [REDACTED] from [REDACTED] to [REDACTED]
3. All other terms and conditions of the contract remain unchanged.

*** END OF NARRATIVE A0029 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52P1J-05-C-0075 MOD/AMD P00018

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS														
5310	SECURITY CLASS: Unclassified														
5310AB	<p>ICMS HIGH RANGE</p> <p>NOUN: COMMERICAL DEMIL PRON: HI66D200HI PRON AMD: 09 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>0</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>31-JUL-2008</td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	0		<u>DATE</u>		31-JUL-2008				\$ [REDACTED]
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	0														
	<u>DATE</u>														
	31-JUL-2008														
	<p>\$ [REDACTED]</p>														

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SHIN W52P1J-05-C-0075

MOD/AMD P00018

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5310AB	HI66D200HI 42104099040 A1614040HGHI	AB	2 6RM034	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	21 62034000061B1B05P421040252G S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION
AB	21 060820340000 S28017 61B1B0542104099040252G 6RM034S28017 W52P1J

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 2

2. Amendment/Modification No. P00019 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S3403A

HQ ARMY SUSTAINMENT COMMAND
AMSAS-ACA-R
BRETT LUCHSINGER (309)782-3869
ROCK ISLAND, IL 61299-6500
BLDGS 350 & 390

DCMA AMMUNITION GROUP
DCMAG-MSM
BUILDING 1, ARDEC
PICATINNY ARSENAL, NJ 07806-5000

EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
11399 16TH COURT NORTH
SUITE 200
SAINT PETERSBURG, FL 33716-3807

TYPE BUSINESS: Large Business Performing in U.S.

Code 0F875 Facility Code

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.
W52P1J-05-C-0075

10B. Dated (See Item 13)
2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103(a)

D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Bill Koepp, Contracts Administrator		16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309) 782-0571	
15B. Contractor/Offeror <i>Bill Koepp</i> (Signature of person authorized to sign)	15C. Date Signed 29 May 2008	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52PIJ-05-C-0075 MOD/AMD P00019	Page 2 of 2
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.		

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00019 is to do the following:

1. Reference P00015, Attachment 049, dated 17 December 2007. The Mortar/Grenades tab of reference document is delated and replaced with the attached, dated 20 May 2008.
 2. As a result of this modification, the total contract value remains unchanged at [REDACTED]
- All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0030 ***

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00020	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	-------------------	---	--------------------------------

6. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R BRETT LUCHSINGER (309)782-3869 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA MUNITIONS AND SUPPORT SYSTEMS SPRINGFIELD AMMUNITION GROUP DCMAG-MSM BUILDING 1 ARDEC PICTANNY ARSENAL, NJ 07806-5000	Code S3403A
--	----------------	---	----------------

SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
		10B. Dated (See Item 13) 2005AUG18

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AD NET DECREASE: _____

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

KIND MOD CODE: G

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00020 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R BRETT LUCHSINGER (309)782-3869 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL 7. Administered By (If other than Item 6) Code S3403A DCMA MUNITIONS AND SUPPORT SYSTEMS SPRINGFIELD AMMUNITION GROUP DCMAG-MSM BUILDING 1 ARDEC PICTANNY ARSENAL, NJ 07806-5000 SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S. Code 0F875 Facility Code 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52P1J-05-C-0075 10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required) ACRN: AD NET DECREASE: _____

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

KIND MOD CODE: G

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Bill Koepf, Contracts Administrator 16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571

15B. Contractor/Offeror 15C. Date Signed 21 JUL 2008 16B. United States Of America 16C. Date Signed By (Signature of Contracting Officer)

NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 4

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00020

Name of Offeror or Contractor: GENERAL DYNAMICS' ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00020 to Contract W52P1J-05-C-0075 is to:

1. Deobligate funds in the amount of [REDACTED] from CLIN 5330AB for the purchase and transport of 32 Inert D563 Rounds from McAlester Army Ammunition Plant (MCAAP) to EBV EEC for testing. CLIN 5330AB is decreased from [REDACTED] to [REDACTED]. The following address is where they will be shipped:

EBV EEC
Attn: John Dalton
3078 County Road 180
Joplin, Missouri 64801

2. As a result of this modification, the total contract value is decreased by [REDACTED] from [REDACTED] to [REDACTED].

3. All other terms and conditions of the contract remain unchanged.

*** END OF NARRATIVE A0031 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PLJ-05-C-0075 MOD/AMD P00020

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5330	SECURITY CLASS: Unclassified													
5330AB	<p>ICM HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 01 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>11-JUN-2009</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	11-JUN-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	11-JUN-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00020

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ MIPR	PRON/ ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5330AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AD	21 82034000081B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION	
AD	21 081020340000 S28017 81B1B0542104099039252H	8RM203S28017 W52P1J

2. Amendment/Modification No. P00021 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By HQ ARMY SUSTAINMENT COMMAND
AMSAS-ACA-R
BRETT LUCHSINGER (309)782-3869
ROCK ISLAND, IL 61299-6500
BLDGS 350 & 390
EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL Code W52P1J
7. Administered By (If other than Item 6) DCMA MUNITIONS AND SUPPORT SYSTEMS
SPRINGFIELD AMMUNITION GROUP
DCMAG-MSM
BUILDING 1 ARDEC
PICTANNY ARSENAL, NJ 07806-5000 Code S3403A
SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
11399 16TH COURT NORTH
SUITE 200
SAINT PETERSBURG, FL 33716-3807
TYPE BUSINESS: Large Business Performing in U.S.
Code 0F875 Facility Code
9A. Amendment Of Solicitation No.
9B. Dated (See Item 11)
10A. Modification Of Contract/Order No.
W52P1J-05-C-0075
10B. Dated (See Item 13)
2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AB NET INCREASE: _____

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

KIND MOD CODE: 6

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Bill Koopp, Contracts Administrator
15B. Contractor/Offeror *Bill Koopp*
(Signature of person authorized to sign)
15C. Date Signed 29 JUL 2008
16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES
KIM.M.JONES1@US.ARMY.MIL (309)782-0571
16B. United States Of America
By _____
(Signature of Contracting Officer)
16C. Date Signed

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 13

PIIN/SIIN W52PLJ-05-C-0075

MOD/AMD P00021

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00021 is to do the following:

1. Exercise Option 3 for the following families, price range and quantities:

5150AA	Propelling Charges	Low Range	210,377 each
5150AB	Propelling Charges	High Range	78,892 each
5240AA	Bombs	Low Range	13,936 each
5250AB	Bombs	High Range	5,226 each
5340AA	ICMs	Low Range	39,617 each
5340AB	ICMs	High Range	14,856 each
5440AA	Explosive D	Low Range	24,306 each
5450AB	Explosive D	High Range	9,116 each
5540AA	Cluster Bomb Units	Low Range	3,050 each
5540AB	Cluster Bomb Units	High Range	1,144 each
5641AA	Pyro Flares	Low Range	79,598 each
5641AB	Pyro Flares	High Range	29,849 each
5644AA	Pyro Photoflash	Low Range	42,032 each
5644AB	Pyro Photoflash	High Range	15,762 each

2. Incorporate Attachment 051, Asset List, for the above listed assets.

3. Performance Completion dates are reflected in Schedule B. In consideration for exercising Option 3 early, performance completion dates for Explosive D and CBU's are extended beyond the required 18 month completion period.

4. As a result of this modification, the total contract value is increased by [REDACTED] from [REDACTED] to [REDACTED]

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0032 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00021

Page 3 of 13

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5150	SECURITY CLASS: Unclassified													
5150AA	<p><u>PROP CHARGES</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-AUG-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 210,377 prop charges at a unit price of [REDACTED].</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-AUG-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-AUG-2009												
5150AB	<p><u>PROP CHARGES</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-AUG-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-AUG-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-AUG-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
PHN/SHN W52PLJ-05-C-0075 MOD/AMD P00021

Page 4 of 13

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>are provided for the demilitarization of 78,892 prop charges at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>													
5240	SECURITY CLASS: Unclassified													
5240AA	<p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>31-JAN-2010</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 13,936 bombs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	31-JAN-2010				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	31-JAN-2010												
5250	SECURITY CLASS: Unclassified													
5250AB	<p><u>BOMBS</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> </table>	DLVR SCH		PERF COMPL				\$ [REDACTED]						
DLVR SCH		PERF COMPL												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PHN/SHN W52P1J-05-C-0075 MOD/AMD P00021

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5540AB	<p>CBU HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 30-APR-2010</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,144 CBUs at a unit price of [REDACTED]. (End of narrative F001)</p>				\$ [REDACTED]
5641	<p>SECURITY CLASS: Unclassified</p>				
5641AA	<p>PYRO FLARE LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 30-AUG-2009</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 79,598 pyro flares at a unit price of [REDACTED].</p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52PLJ-05-C-0075 MOD/AMD P00021

Page 9 of 13

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
5641AB	<p>(End of narrative F001)</p> <p>PYRO FLARE HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>QUANTITY DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0 30-AUG-2009</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 29,849 pyro flares at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY DATE	001	0 30-AUG-2009				\$ [REDACTED]
DLVR SCH	PERF COMPL										
REL CD	QUANTITY DATE										
001	0 30-AUG-2009										
5644	SECURITY CLASS: Unclassified										
5644AA	<p>PYRO PHOTO FLASH LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>QUANTITY DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0 30-AUG-2009</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY DATE	001	0 30-AUG-2009				\$ [REDACTED]
DLVR SCH	PERF COMPL										
REL CD	QUANTITY DATE										
001	0 30-AUG-2009										

CONTINUATION SHEET

Reference No. of Document Being Continued
 PHIN/SHN W52PLJ-05-C-0075 MOD/AMD P00021

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
5644AB	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 42,032 Pyro Photo Flash at a unit price of [REDACTED].</p> <p>(End of narrative F001)</p> <p>PYRO PHOTO FLASH HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>QUANTITY DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0 30-AUG-2009</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 15,762 Pyro Photo Flash at a unit price of [REDACTED].</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY DATE	001	0 30-AUG-2009				\$ [REDACTED]
DLVR SCH	PERF COMPL										
REL CD	QUANTITY DATE										
001	0 30-AUG-2009										

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 11 of 13

PIIN/SHN W52P1J-05-C-0075

MOD/AMD P00021

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
5150AA	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5150AB	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5240AA	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5250AB	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5340AA	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5340AB	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5440AA	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5450AB	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5540AA	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5540AB	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5641AA	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5641AB	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5644AA	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5644AB	HI66D212HI 42104099040 A1614040HGHI	AB	2 6RM034	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
					NET CHANGE	\$	[REDACTED]	

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SHN W52P1J-05-C-0075

MOD/AMD P00021

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

<u>SERVICE NAME</u>	<u>NET CHANGE BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>INCREASE/DECREASE AMOUNT</u>
Army	AB	21 62034000061B1B05P421040252G S28017	W52P1J	\$ [REDACTED]
			NET CHANGE	\$ [REDACTED]

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

<u>ACRN</u>	<u>EDI ACCOUNTING CLASSIFICATION</u>	
AB	21 060820340000 S28017 61B1B0542104099040252G	6RM034S28017 W52P1J

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SIN W52P1J-05-C-0075 MOD/AMD P00021	Page 13 of 13
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

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>
Attachment 0051	OPTION 3 ASSET LIST	21-JUL-2008	007	DATA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00022 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S3403A
 HQ ARMY SUSTAINMENT COMMAND
 AMSAS-ACA-R
 BRETT LUCHSINGER (309)782-3869
 ROCK ISLAND, IL 61299-6500
 BLDGS 350 & 390
 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL
 DCMA MUNITIONS AND SUPPORT SYSTEMS
 SPRINGFIELD AMMUNITION GROUP
 DCMAG-MSM
 BUILDING 1 ARDEC
 PICTANNY ARSENAL, NJ 07806-5000
 SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
 11399 16TH COURT NORTH
 SUITE 200
 SAINT PETERSBURG, FL 33716-3807
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No. W52P1J-05-C-0075
 10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
 12. Accounting And Appropriation Data (If required)
 ACRN: AD NET DECREASE: _____

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

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

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

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

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

15A. Name And Title Of Signer (Type or print) B. Koepf, Contracts Administrator 16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571
 15B. Contractor/Offeror 15C. Date Signed 22 Aug 2008 16B. United States Of America 16C. Date Signed
 (Signature of person authorized to sign) (Signature of Contracting Officer)

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

Page 2 of 4

PIIN/SHIN W52F1J-05-C-0075

MOD/AMD P00022

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00022 is to do the following:

1. Reference P00015, Attachment 049, dated 17 December 2007. The 105mm/155mm Pyro tab of reference document is deleted and replaced with the attached, dated 06 Aug 2008.

a. The Pyro 105mm & 155mm family is reduced by 703 rounds from 3,674 to 2,971 rounds due to unavailability of assets for this family.

b. Clin 5613AA is decreased by [REDACTED] from [REDACTED] to [REDACTED]

2. The 32 Inert ICMS that GD-OTS purchased for [REDACTED] on P00020 are not safe to ship to EBV EEC. The Depot Surveillance Record indicates that these ICMS may contain live rounds. Letterkenny has eight (8) rounds that we can provide to EBV EEC for testing. The cost for these eight (8) rounds is [REDACTED] versus [REDACTED] for the 32 rounds. Therefore the difference of [REDACTED] will be added back on to CLIN 5330AB. CLIN 5330AB is increased from [REDACTED] to [REDACTED]

3. As a result of this modification, the total contract value is decreased by [REDACTED] from [REDACTED] to [REDACTED]

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0033 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00022

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS												
5330	SECURITY CLASS: Unclassified												
5330AB	<p>ICM HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 03 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>REL CD</th> <th>QUANTITY</th> <th>PERF COMPL DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>0</td> <td>11-JUN-2009</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p>	DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE		001	0	11-JUN-2009				\$ [REDACTED]
DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE										
	001	0	11-JUN-2009										
5613	SECURITY CLASS: Unclassified												
5613AA	<p>PYRO 105 & 155 LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 03 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>REL CD</th> <th>QUANTITY</th> <th>PERF COMPL DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>0</td> <td>11-JUN-2009</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 2,971 Pyro 105 & 155 at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE		001	0	11-JUN-2009				\$ [REDACTED]
DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE										
	001	0	11-JUN-2009										

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00022

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
5330AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
5613AA	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$	[REDACTED]	[REDACTED]	\$	[REDACTED]
					NET CHANGE	\$	[REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AD	21 82034000081B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION	
AD	21 081020340000 S28017 81B1B0542104099039252H	8RM203S28017 W52P1J

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 11

2. Amendment/Modification No. P00023 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52PJJ HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R BRETT LUCHSINGER (309)782-3869 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL 7. Administered By (If other than Item 6) Code S3403A DCMA MUNITIONS AND SUPPORT SYSTEMS SPRINGFIELD AMMUNITION GROUP DCMAG-MSM BUILDING 1 ARDEC PICTANNY ARSENAL, NJ 07806-5000 SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT NORTH SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S. Code OF875 Facility Code 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W52PJJ-05-C-0075 10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required) ACRN: AD NET INCREASE: [REDACTED]

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

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

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

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

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

15A. Name And Title Of Signer (Type or print) Bill Koeppe, Contracts Administrator 16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571 15B. Contractor/Offeror 15C. Date Signed 29 SEP 2008 16B. United States Of America 16C. Date Signed By (Signature of Contracting Officer)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 11

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00023

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00023 is to do the following:

1. Incorporate an additional place of performance for the 750 lb Bombs as follows:

<u>Demil Family</u>	<u>Supplier</u>	<u>Place of Performance</u>
750 lb Bombs	Explo Systems, Inc.	Minden, Louisiana

2. Revise the performance completion dates located in Section B. No further revision will be made to these Clins.

3. Increase CLIN 5330AB by [REDACTED] for the eight (8) Inert ICM rounds that are not available for testing. These rounds are not safe to ship. CLIN 5330AB is increased from [REDACTED] to [REDACTED]

4. As a result of this modification, the total contract value is increased from [REDACTED] to [REDACTED]

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0034 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00023

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5140AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PROP CHARGES</u> _____ <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL _____ <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-DEC-2008</p> <p>\$ _____</p>				\$ _____
5140AB	<p><u>PROP CHARGES</u> _____ <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL _____ <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-JAN-2009</p> <p>\$ _____</p>				\$ _____
5220AA	<p><u>BOMBS</u> _____ <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL _____ <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></p>				\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00023

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5230AA	<p>001 0 31-JAN-2009</p> <p>\$ [REDACTED]</p> <p><u>BOMBS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 31-MAR-2009</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5230AB	<p><u>BOMBS</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 30-APR-2009</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5320AA	<p><u>ICMS</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION PRON: HI66D201HI PRON AMD: 06 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00023

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5530AB	<p>CBU HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 30-SEP-2009</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5613AA	<p>PYRO 105 & 155 LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 31-DEC-2008</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5631AA	<p>PYRO FLARE LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 02-JUL-2008</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00023

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5631AB	<p>PYRO FLARE HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 24-JUL-2008</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5634AA	<p>PYRO PHOTO FLASH LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-APR-2009</p> <p>\$ [REDACTED]</p>				\$ [REDACTED]
5634AB	<p>PYRO PHOTO FLASH HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE</p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00023

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 0 30-APR-2009 \$ [REDACTED]				
6223AA	<u>MISCELLANEOUS PYROTECHNIC ITEMS & COMPONENTS</u> NOUN: CONTRACT F/FT WINGATE ASSETS PRON: HI76D215HI PRON AMD: 02 ACRN: AC AMS CD: 42104099041 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ [REDACTED]
6232AA	<u>PYRO MORTAR & GRENADE LOW RANGE</u> NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 04 ACRN: AD AMS CD: 42104099039 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERFORM COMPLETION REL CD QUANTITY DATE 001 0 30-NOV-2008 \$ [REDACTED]				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 11 of 11

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00023

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5330AB	HI86D205HI 42104099039 A1814039HGHI	AD	1 8RM203	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AD	21 82034000081B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION
AD	21 081020340000 S28017 81B1B0542104099039252H 8RM203S28017 W52P1J

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 9

2. Amendment/Modification No. P00024 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S3403A
 ROCK ISLAND CONTRACTING CENTER
 AMSCC-RCC-AR
 BRETT LUCHSINGER (309)782-3869
 ROCK ISLAND, IL 61299-8000
 BLDGS 350 & 390 & 60
 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL
 DCMA MUNITIONS AND SUPPORT SYSTEMS
 SPRINGFIELD AMMUNITION
 BLDG 1, ARDEC
 PICATINNY, NJ 07806-5000
 SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
 11399 16TH COURT N
 SUITE 200
 SAINT PETERSBURG, FL 33716-3807
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No. W52P1J-05-C-0075
 10B. Dated (See Item 13) 2005AUG18

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The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AE NET INCREASE: _____

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: 6

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 KIM M. JONES
 KIM.M.JONES1@US.ARMY.MIL (309)782-0571
 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
 By _____
 (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070
 PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code
Firm-Fixed-Price Page 1 Of 9

2. Amendment/Modification No. P00024	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	-------------------	---	--------------------------------

6. Issued By ROCK ISLAND CONTRACTING CENTER AMSCC-REC-AR BRETT LUCHSINGER (309)792-3269 ROCK ISLAND, IL 61299-8000 BLDG 350 & 390 & 60 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL	Code	RECPL3	7. Administered By (If other than Item 6) DCA MUNITIONS AND SUPPORT SYSTEMS SPRINGFIELD AMMUNITION BLDG 1, ARDEC PICATINNY, NJ 07506-5000	Code	83403A
--	------	--------	---	------	--------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT N SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No.		W52P1J-05-C-0075
		10B. Dated (See Item 13)		2005AUG18

Code: OPR75 Facility Code: _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AE NET INCREASE: _____

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

KIND MOD CODE: 6

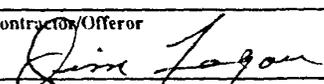
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Jim Fagan, Contracts Manager	16A. Name And Title Of Contracting Officer (Type or print) RIM M. JONES RIM.M.JONES@US.ARMY.MIL (309)792-0571
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 12/4/08
	16B. United States Of America By _____ (Signature of Contracting Officer)
	16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00024

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION, P00024, IS TO DO THE FOLLOWING:

1. EXERCISE OPTION 4 FOR THE FOLLOWING:

<u>CLIN</u>	<u>FAMILY</u>	<u>PRICE RANGE</u>	<u>QUANTITY</u>
5160AA	PROPELLING CHARGES	LOW RANGE	204,250 EACH
5160AB	PROPELLING CHARGES	HIGH RANGE	76,594 EACH
5350AA	ICMs	LOW RANGE	6,000 EACH
5651AA	PYRO FLARES	LOW RANGE	77,280 EACH
5651AB	PYRO FLARES	HIGH RANGE	28,979 EACH
5654AA	PYRO PHOTOFLASH	LOW RANGE	38,160 EACH
6242AA	PYRO MORTAR & GRENADES	LOW RANGE	1,203 EACH

2. INCORPORATE ATTACHMENT 0052, ASSET LIST, FOR THE ABOVE LISTED ASSETS.

3. PERFORMANCE COMPLETION DATES ARE REFLECTED IN SCHEDULE B OF THIS MODIFICATION.

4. INCORPORATE REVISED ASSET LISTS FOR THE FOLLOWING:

- a. REFERENCE MODIFICATION P00015, ATTACHMENT 0049, DATED 17 DECEMBER 2007. THE ICM TAB OF THE REFERENCED DOCUMENT IS HEREBY DELETED AND REPLACED WITH ATTACHMENT 0053, DATED 20 NOVEMBER 2008, OF THIS MODIFICATION.
- b. REFERENCE MODIFICATION P00021, ATTACHMENT 0051, DATED 21 JULY 2008. THE ICM TAB OF THE REFERENCED DOCUMENT IS HEREBY DELETED AND REPLACED WITH ATTACHMENT 0054, DATED 20 NOVEMBER 2008, OF THIS MODIFICATION.

5. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0035 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52PLJ-05-C-0075 MOD/AMD P00024

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5160	SECURITY CLASS: Unclassified													
5160AA	<p><u>PROP CHARGES</u> <u>LOW RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D200HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-NOV-2009</td> </tr> </table> <p style="text-align: center;">\$ ██████████</p> <p>Funds in the amount of ██████████ are provided for the demilitarization of 204,250 prop charges at a unit price of ██████████</p> <p style="text-align: center;">(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-NOV-2009				\$ ██████████
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-NOV-2009												
5160AB	<p><u>PROP CHARGES</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D200HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-NOV-2009</td> </tr> </table> <p style="text-align: center;">\$ ██████████</p> <p>Funds in the amount of ██████████ are provided for the demilitarization of 76,594 prop charges at a unit</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-NOV-2009				\$ ██████████
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-NOV-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00024

Page 4 of 9

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	price of [REDACTED] (End of narrative F001)													
5330AB	<p>ICM HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 2 PRON: HI86D205HI PRON AMD: 05 ACRN: AD AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-JUL-2009</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-JUL-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-JUL-2009												
5350	SECURITY CLASS: Unclassified													
5350AA	<p>ICM LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D200HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>04-JUN-2010</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 6,000 ICMs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	04-JUN-2010				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	04-JUN-2010												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52PLJ-05-C-0075 MOD/AMD P00024

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5651	SECURITY CLASS: Unclassified				
5651AA	<p>PYRO FLARES LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D200HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 31-AUG-2009</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 77,280 pyro flares at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>				\$ [REDACTED]
5651AB	<p>PYRO FLARE HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D200HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 31-AUG-2009</p> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 28,979 pyro flares at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00024

Page 6 of 9

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5654	SECURITY CLASS: Unclassified													
5654AA	<p>PYRO PHOTOFLASH LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D200HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-AUG-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 38,160 pyro photoflash at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-AUG-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-AUG-2009												
6242	SECURITY CLASS: Unclassified													
6242AA	<p>MORTARS & GRENADES LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D200HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-AUG-2009</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-AUG-2009				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-AUG-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00024

Page 7 of 9

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,203 pyro mortars and grenades at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 8 of 9

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00024

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
5160AA	HI96D200HI 42104099044 A1914044HGHI	AE	2 9RM148	\$		\$		\$	
5160AB	HI96D200HI 42104099044 A1914044HGHI	AE	2 9RM148	\$		\$		\$	
5350AA	HI96D200HI 42104099044 A1914044HGHI	AE	2 9RM148	\$		\$		\$	
5651AA	HI96D200HI 42104099044 A1914044HGHI	AE	2 9RM148	\$		\$		\$	
5651AB	HI96D200HI 42104099044 A1914044HGHI	AE	2 9RM148	\$		\$		\$	
5654AA	HI96D200HI 42104099044 A1914044HGHI	AE	2 9RM148	\$		\$		\$	
6242AA	HI96D200HI 42104099044 A1914044HGHI	AE	2 9RM148	\$		\$		\$	
					NET CHANGE	\$			

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 92034000091B1B05P421040252H S28017	W52P1J	\$
				NET CHANGE \$

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$	\$

ACRN	EDI ACCOUNTING CLASSIFICATION	
AE	21 091120340000 S28017 91B1B0542104099044252H	9RM148S28017 W52P1J

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 9**

PHN/SIN W52P1J-05-C-0075

MOD/AMD P00024

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

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>
Attachment 0052	ASSET LIST	19-NOV-2008	007	
Attachment 0053	ASSET LIST - ICM - OPTION 2	20-NOV-2008	001	
Attachment 0054	ASSET LIST - ICM - OPTION 3	20-NOV-2008	001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price Page 1 Of 7

2. Amendment/Modification No. P00025
3. Effective Date
4. Requisition/Purchase Req No. SEE SCHEDULE
5. Project No. (If applicable)

6. Issued By
ROCK ISLAND CONTRACTING CENTER
CCRC-AR
BRETT LUCHSINGER (309) 782-3869
ROCK ISLAND, IL 61299-8000
BLDGS 350 & 390 & 60
EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL
Code W52P1J
7. Administered By (If other than Item 6)
DCMA MUNITIONS AND SUPPORT SYSTEMS
SPRINGFIELD AMMUNITION
BLDG 1, ARDEC
PICATINNY, NJ 07806-5000
Code S3403A
SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.
11399 16TH COURT N
SUITE 200
SAINT PETERSBURG, FL 33716-3807
TYPE BUSINESS: Large Business Performing in U.S.
Code 0F875 Facility Code
9A. Amendment Of Solicitation No.
9B. Dated (See Item 11)
10A. Modification Of Contract/Order No.
W52P1J-05-C-0075
10B. Dated (See Item 13)
2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AE NET INCREASE: _____

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: N It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

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

15A. Name And Title Of Signer (Type or print)
Bill Koeppe, Contracts Administrator
15B. Contractor/Officer
Bill Koeppe
(Signature of person authorized to sign)
15C. Date Signed
2/5/09
16A. Name And Title Of Contracting Officer (Type or print)
KIM M. JONES
KIM.M.JONES1@US.ARMY.MIL (309) 782-0571
16B. United States Of America
By _____
(Signature of Contracting Officer)
16C. Date Signed

NSN 7540-01-152-8070 30-105-02 STANDARD FORM 30 (REV. 10-83)
PREVIOUS EDITIONS UNUSABLE Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 7

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00025

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00025 is to do the following:

1. Exercise Option 4 for the following families, price range and quantities:

5260AA	Bombs	Low Range	13,530 each
5260AB	Bombs	High Range	4,989 each
5460AA	Explosive D	Low Range	250 each
6252AA	Pyro Mortar & Grenades	Low Range	1,354 each

2. Delete Attachment 0052-Option 4 Asset List and replace it with Attachment 055, Option 4 Asset List, which includes the above listed assets.

3. Performance Completion dates are reflected in Schedule B of this modification.

4. As a result of this modification, the total contract value is increased by [REDACTED] from [REDACTED] to [REDACTED].

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0036 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52P1J-05-C-0075 MOD/AMD P00025

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5260	SECURITY CLASS: Unclassified													
5260AA	<p>BOMBS LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D202HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>22-JUL-2010</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 13,530 Bombs at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	22-JUL-2010				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	22-JUL-2010												
5260AB	<p>BOMBS HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D202HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>22-JUL-2010</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED]</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	22-JUL-2010				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	22-JUL-2010												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00025

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	are provided for the demilitarization of 4,989 Bombs at a unit price of [REDACTED] (End of narrative F001)										
5460	SECURITY CLASS: Unclassified										
5460AA	<p>EXPLOSIVE D LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D202HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></td> <td></td> </tr> <tr> <td>001 0 22-JUL-2010</td> <td></td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 250 Explosive D at a unit price of [REDACTED] (End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001 0 22-JUL-2010					\$ [REDACTED]
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
001 0 22-JUL-2010											
6252	SECURITY CLASS: Unclassified										
6252AA	<p>MORTARS & GRENADE LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D202HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> </table>	DLVR SCH	PERF COMPL				\$ [REDACTED]				
DLVR SCH	PERF COMPL										

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00025

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td style="text-align: center;"><u>DATE</u></td> </tr> <tr> <td style="text-align: center;">001</td> <td style="text-align: center;">0</td> <td style="text-align: center;">31-DEC-2009</td> </tr> </table> <p style="margin-left: 40px;">\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,354 Pyro Mortar & Grenade at a unit price of [REDACTED]</p> <p style="text-align: center;">(End of narrative F001)</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2009				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	31-DEC-2009									

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 7

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00025

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5260AA	HI96D202HI 42104099044 A1914044HGHI	AE	2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5260AB	HI96D202HI 42104099044 A1914044HGHI	AE	2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5460AA	HI96D202HI 42104099044 A1914044HGHI	AE	2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
6252AA	HI96D202HI 42104099044 A1914044HGHI	AE	2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

NET CHANGE \$ [REDACTED]

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 92034000091B1B05P421040252H S28017	W52P1J	\$ [REDACTED]

NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION	
AE	21 091120340000 S28017 91B1B0542104099044252H	9RM148S28017 W52P1J

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 7 of 7

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00025

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

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>
Attachment 0055	OPTION 4A ASSET LIST	21-JAN-2009	005	DATA

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 4

2. Amendment/Modification No. P00026	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	-------------------	---	--------------------------------

6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AR BRETT LUCHSINGER (309)782-3869 ROCK ISLAND, IL 61299-8000 BLDGS 350 & 390 & 60 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA MUNITIONS AND SUPPORT SYSTEMS SPRINGFIELD AMMUNITION BLDG 1, ARDEC PICATINNY, NJ 07806-5000	Code S3403A
--	----------------	--	----------------

SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC. 11399 16TH COURT N SUITE 200 SAINT PETERSBURG, FL 33716-3807 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AE NET INCREASE: _____

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Bill Koopp, Contracts Administrator	16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571
15B. Contractor/Officer <i>Bill Koopp</i> (Signature of person authorized to sign)	15C. Date Signed 2/23/09
16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
	PIIN/SHIN W52P1J-05-C-0075	MOD/AMD P00026	
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.			

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00026 to Contract W52P1J-05-C-0075 is to:

1. Reference P00025, Attachment 055, dated 26 January 2009. The Mortars & Grenades tab of reference document is deleted and replaced with the attached. Clin 6252AA is increased by [REDACTED] from [REDACTED] to [REDACTED] for the additional 213 Mortar & Grenades under Option 4.
2. Incorporate place of performance for the demilitarization of the below Explosive D, D235 rounds.
3. Demil of the following assets under Options 1, 3 and 4 will be performed at PB Nammo NAD, Norway:

<u>Demil Family</u>	<u>Option 1</u>	<u>Option 3</u>	<u>Option 4</u>
Explosive D, D235	6643	419	250

4. In accordance with the Contract terms in Section F, all actions required to effect the movement of ammunition from the proposed places of performance to any revised places of performance, shall be the responsibility of the contractor and shall be executed IAW all applicable Federal, State, and local laws and regulations. GDOTS shall be responsible for any additional transportation, packaging, or storage charges that result from this change in place of performance.
5. As a result of this modification, the total contract value is increased by [REDACTED] from [REDACTED] to [REDACTED].
6. All other terms and conditions of the contract remain unchanged.

*** END OF NARRATIVE A0037 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00026

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
6252	SECURITY CLASS: Unclassified													
6252AA	<p>MORTARS & GRENADE LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D202HI PRON AMD: 02 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2009</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,567 Pyro Mortar & Grenade at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	31-DEC-2009				<p>\$ [REDACTED]</p>
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	31-DEC-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00026

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
6252AA	HI96D202HI 42104099044 A1914044HGHI	AE	2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 92034000091B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION	
AE	21 091120340000 S28017 91B1B0542104099044252H	9RM148S28017 W52P1J

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00027 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52PLJ 7. Administered By (If other than Item 6) Code S3403A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AR
 BRETT LUCHSINGER (309)782-3869
 ROCK ISLAND, IL 61299-8000
 BLDGS 350 & 390 & 60
 EMAIL: BRETT.LUCHSINGER@US.ARMY.MIL
 DCM AMMUNITION GROUP
 DCMAG-MSM
 BLDG 1, ARDEC
 PICATINNY, NJ 07806-5000
 SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52PLJ-05-C-0075
 10B. Dated (See Item 13)
 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
 12. Accounting And Appropriation Data (If required)
 ACRN: AE NET INCREASE: [REDACTED]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: 6 It Modifies The Contract/Order No. As Described In Item 14.
 A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
 D. Other (Specify type of modification and authority) FAR 43.103(a)

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

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

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

15A. Name And Title Of Signer (Type or print) **Bill Koopp, Contracts Administrator** 16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES
 KIM.M.JONES1@US.ARMY.MIL (309)782-0571
 15B. Contractor/Officer *Bill Koopp* 15C. Date Signed **8/12/09** 16B. United States Of America 16C. Date Signed
 (Signature of person authorized to sign) (Signature of Contracting Officer)

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

Page 2 of 5

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00027

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00027 is to do the following:

1. Increase CLIN 5651AB under Option 4 by 84 each Pyro-Flares due to the Government over-shipment quantity. CLIN 5651AB will be increased from 28,979 to 29,063. The unit price is [REDACTED] for a total amount of [REDACTED]
2. As a result of this modification, the total contract value is increased by [REDACTED] from [REDACTED] to [REDACTED]

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0038 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 5

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00027

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	PRON/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5651AB	HI96D200HI 42104099044 A1914044HGHI		AE	2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
					NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 92034000091B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION	ACRN	EDI ACCOUNTING CLASSIFICATION	ACRN	EDI ACCOUNTING CLASSIFICATION
AE	21 091120340000	S28017	91B1B0542104099044252H	9RM148S28017	W52P1J

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 10

2. Amendment/Modification No. P00028 3. Effective Date 2009OCT29 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By RÖCK ISLAND CONTRACTING CENTER
CCRC-AR
REGINA R BRECHT (309)782-0140
ROCK ISLAND, IL 61299-8000
BLDGS 350 & 390 & 60
EMAIL: REGINA.BRECHT@US.ARMY.MIL Code W52P1J
7. Administered By (If other than Item 6) DCMA AMMUNITION GROUP
DCMAG-MSM
BLDG 1, ARDEC
PICATINNY, NJ 07806-5000 Code S3403A
SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
11399 16TH CT N STE 200
SAINT PETERSBURG, FL 33716-2328
TYPE BUSINESS: Large Business Performing in U.S.
Code 0F875 Facility Code
9A. Amendment Of Solicitation No.
9B. Dated (See Item 11)
10A. Modification Of Contract/Order No. W52P1J-05-C-0075
10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AE NET INCREASE: [REDACTED]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: 6

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
 D. Other (Specify type of modification and authority) 17.201

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

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

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.
15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
KIM M. JONES
KIM.M.JONES1@US.ARMY.MIL (309)782-0571
15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
By _____ /SIGNED/ 2009OCT29
(Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 10

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00028

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION, P00028, TO CONTRACT W52P1J-05-C-0075 IS TO DO THE FOLLOWING:

1. EXERCISE OPTION 4 FOR THE FOLLOWING:

CLIN	FAMILY	PRICE RANGE	QUANTITY
5260AC	BOMBS	HIGH RANGE	85 EACH
5360AA	ICM	LOW RANGE	32,463 EACH
5360AB	ICM	HIGH RANGE	14,403 EACH
5550AA	CBU	LOW RANGE	2,961 EACH
5550AB	CBU	HIGH RANGE	1,111 EACH
5623AA	105MM/155MM	LOW RANGE	2,238 EACH
5664AA	PHOTOFLASH CTG	LOW RANGE	2,648 EACH
5664AB	PHOTOFLASH CTG	HIGH RANGE	3,700 EACH
6262AA	PYRO MORTAR/GRENADES	LOW RANGE	38,878 EACH

2. PERFORMANCE COMPLETION DATES FOR THE ABOVE ADDITIONAL CLINS ARE REFLECTED IN SECTION B OF THIS MODIFICATION.

3. INCORPORATE ATTACHMENT 0056, CBU TAB, DATED 14 SEPTEMBER 2009. THE REFERENCED DOCUMENT IS HEREBY INCORPORATED INTO THE OPTION 4 ASSET LIST.

4. INCORPORATE ATTACHMENT 0057, 105MM/155MM TAB, DATED 16 OCTOBER 2009. THE REFERENCED DOCUMENT IS HEREBY INCORPORATED INTO THE OPTION 4 ASSET LIST.

5. INCORPORATE A REVISED ASSET LIST FOR THE FOLLOWING:

a. REFERENCE MODIFICATION P00025, ATTACHMENT 0055, DATED 26 JANUARY 2009. THE BOMB TAB OF THE REFERENCED DOCUMENT IS HEREBY DELETED AND REPLACED WITH ATTACHMENT 0058, DATED 14 SEPTEMBER 2009, OF THIS MODIFICATION.

b. REFERENCE MODIFICATION P00025, ATTACHMENT 0055, DATED 26 JANUARY 2009. THE ICM, MORTARS/GRENADES, AND PHOTOFLASH CTGS TABS OF THE REFERENCED DOCUMENT ARE HEREBY DELETED AND REPLACED WITH ATTACHMENT 0057, DATED 16 OCTOBER 2009, OF THIS MODIFICATION.

6. ADD CLIN 5360AC FOR THE PALLETIZATION OF 500 EACH D563 PALLETS AT A TOTAL COST OF [REDACTED]

7. REVISE THE DELIVERY SCHEDULE FOR CLINS 5160AA AND 5160AB, AS REFLECTED IN SECTION B OF THIS MODIFICATION.

8. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0039 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00028

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5160AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>PROP CHARGES LOW RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D200HI PRON AMD: 02 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>28-FEB-2010</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	28-FEB-2010				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	28-FEB-2010												
5160AB	<p>PROP CHARGES HIGH RANGE</p> <p>NOUN: COMMERCIAL DEMIL OPTION 4 PRON: HI96D200HI PRON AMD: 02 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>REL CD</td> <td>QUANTITY</td> <td>DATE</td> </tr> <tr> <td>001</td> <td>0</td> <td>28-FEB-2010</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	28-FEB-2010				\$ [REDACTED]
DLVR SCH		PERF COMPL												
REL CD	QUANTITY	DATE												
001	0	28-FEB-2010												
5260	<p>SECURITY CLASS: Unclassified</p>													
5260AC	<p>BOMBS HIGH RANGE</p> <p>NOUN: COM'L DEMIL OPTION 4B CBU'S PRON: HI96D207HI PRON AMD: 02 ACRN: AE AMS CD: 42104099044</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ [REDACTED]									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00028

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PRON: HI96D720HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044 RECOVERY ACT</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 02-MAY-2011</p> <p>\$ [REDACTED]</p> <p>FUNDS IN THE AMOUNT OF [REDACTED] ARE PROVIDED FOR THE DEMILITARIZATION OF 3,700 PHOTOFLASH CTGS AT A UNIT PRICE OF [REDACTED]</p> <p>(End of narrative F001)</p>				
6262	SECURITY CLASS: Unclassified				
6262AA	<p>MORTARS/GRENADES LOW</p> <p>NOUN: COM'L DEMIL OPTION 4B ICM PRON: HI96D720HI PRON AMD: 01 ACRN: AE AMS CD: 42104099044 RECOVERY ACT</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 02-MAY-2011</p> <p>\$ [REDACTED]</p> <p>FUNDS IN THE AMOUNT OF [REDACTED] ARE PROVIDED FOR THE DEMILITARIZATION OF 38,878 MORTAR/GRENADES AT A UNIT PRICE OF [REDACTED]</p> <p>(End of narrative F001)</p>				\$ [REDACTED]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 9 of 10

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00028

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5260AC	HI96D207HI 42104099044 A1914044HGHI	AE 2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5360AA	HI96D720HI 42104099044 A191M044HGHI	AE 2 9RM362	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5360AB	HI96D720HI 42104099044 A191M044HGHI	AE 2 9RM362	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5360AC	HI96D207HI 42104099044 A1914044HGHI	AE 2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5550AA	HI96D207HI 42104099044 A1914044HGHI	AE 2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5550AB	HI96D207HI 42104099044 A1914044HGHI	AE 2 9RM148	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5623AA	HI96D720HI 42104099044 A191M044HGHI	AE 2 9RM362	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5664AA	HI96D720HI 42104099044 A191M044HGHI	AE 2 9RM362	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5664AB	HI96D720HI 42104099044 A191M044HGHI	AE 2 9RM362	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
6262AA	HI96D720HI 42104099044 A191M044HGHI	AE 2 9RM362	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
			NET CHANGE \$	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 92034000091B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION
AE 21 091120340000 S28017 91B1B0542104099044252H	9RM148S28017 W52P1J
AE 21 091120340000 S28017 91B1B0542104099044252H	9RM362S28017 W52P1J

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 10 of 10

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00028

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0056	OPTION 4 - ASSET LIST - CBU TAB	14-SEP-2009	001	
Attachment 0057	OPTION 4 - ASSET LIST - ICM/MORTAR/GRENADE/105MM/155MM/PHOTOFLASH TABS	16-OCT-2009	005	
Attachment 0058	OPTION 4 - ASSET LIST - BOMB TAB	14-SEP-2009	001	

2. Amendment/Modification No. P00029 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S3403A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AR
 REGINA R. BRECHT (309)782-0140
 ROCK ISLAND, IL 61299-8000
 BLDGS 350 & 390 & 60
 EMAIL: REGINA.BRECHT@US.ARMY.MIL
 DCMA AMMUNITION GROUP
 DCMAG-MSM
 BLDG 1, ARDEC
 PICATINNY, NJ 07806-5000
 SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-05-C-0075
 10B. Dated (See Item 13)
 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AF NET INCREASE: [REDACTED]

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

KIND MOD CODE: 6
 A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
 D. Other (Specify type of modification and authority) 17.201

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Kelly Jagr, Contracts Administrator
 15B. Contractor/Officer
 15C. Date Signed 14-JAN-2010
 16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES
 KIM.M.JONES1@US.ARMY.MIL (309)782-0571
 16B. United States Of America
 16C. Date Signed
 By _____ (Signature of Contracting Officer)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00029

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION, P00029, TO CONTRACT W52P1J-05-C-0075 IS TO DO THE FOLLOWING:

1. EXERCISE OPTION 4 FOR THE FOLLOWING:

<u>CLIN</u>	<u>FAMILY</u>	<u>PRICE RANGE</u>	<u>QUANTITY</u>
5470AA	EXPLOSIVE D	LOW RANGE	23,348 EACH
5470AB	EXPLOSIVE D	HIGH RANGE	8,850 EACH

2. PERFORMANCE COMPLETION DATES FOR THE ABOVE ADDITIONAL CLINs ARE 19 JULY 2011, AS REFLECTED IN SECTION B OF THIS MODIFICATION.

3. INCOPORATE ATTACHMENT 0059, EXPLOSIVE D TAB, DATED 7 JANUARY 2010. THE REFERENCED DOCUMENT IS HEREBY INCORPORATED INTO THE OPTION 4 ASSET LIST.

4. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS HEREBY INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0040 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00029

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
5470	SECURITY CLASS: Unclassified				
5470AA	<p><u>EXPLOSIVE D</u> _____ <u>LOW RANGE</u></p> <p>NOUN: COM'L DEMIL CONTRACT OPTION 4 PRON: HI06D204HI PRON AMD: 01 ACRN: AF AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL _____ REL CD QUANTITY DATE 001 0 19-JUL-2011</p> <p>\$ _____</p> <p>FUNDS IN THE AMOUNT OF _____ ARE PROVIDED FOR THE DEMILITARIZATION OF 23,348 EACH EXPLOSIVE D AT A UNIT PRICE OF _____</p> <p>(End of narrative F001)</p>				\$ _____
5470AB	<p><u>EXPLOSIVE D</u> _____ <u>HIGH RANGE</u></p> <p>NOUN: COM'L DEMIL CONTRACT OPTION 4 PRON: HI06D204HI PRON AMD: 01 ACRN: AF AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL _____ REL CD QUANTITY DATE 001 0 19-JUL-2011</p> <p>\$ _____</p> <p>FUNDS IN THE AMOUNT OF _____ ARE PROVIDED FOR THE DEMILITARIZATION OF 8,850 EACH EXPLOSIVE D AT A UNIT</p>				\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIN W52P1J-05-C-0075 MOD/AMD P00029

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRICE OF ██████████ (End of narrative F001)				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00029

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	PRON/ MIFR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5470AA	HI06D204HI 42104099039 A1014039HGHI		AF	2 ORM344	0.00 \$	[REDACTED]	\$ [REDACTED]
5470AB	HI06D204HI 42104099039 A1014039HGHI		AF	2 ORM344	0.00 \$	[REDACTED]	\$ [REDACTED]
NET CHANGE					\$	[REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AF	21 02034000001B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
NET CHANGE				\$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION	ORM344S28017	W52P1J
AF	21 101220340000 S28017 01B1B0542104099039252H		

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 6
	PIIN/SHN W52F1J-05-C-0075	MOD/AMD P00029	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0059	OPTION 4 - ASSET LIST - EXPLOSIVE D	07-JAN-2010	001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00030	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AR REGINA R. BRECHT (309)782-0140 ROCK ISLAND, IL 61299-8000 BLDGS 350 & 390 & 60 EMAIL: REGINA.BRECHT@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA AMMUNITION GROUP DCMAG-MSM BLDG 1, ARDEC PICATINNY, NJ 07806-5000	Code S3403A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
		10B. Dated (See Item 13) 2005AUG18

Code 0F875	Facility Code
------------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: 7

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SIIN W52P1J-05-C-0075	MOD/AMD P00030	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION, P00030, TO CONTRACT W52P1J-05-C-0075 IS TO CHANGE THE PERFORMANCE COMPLETION DATE FOR CLIN 5340AB FROM 31 JANUARY 2010 TO 26 FEBRUARY 2010, AS REFLECTED IN SECTION B OF THIS MODIFICATION.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0041 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIN W52P1J-05-C-0075 MOD/AMD P00030

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5340AB	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>ICM</u> <u>HIGH RANGE</u></p> <p>NOUN: COMMERCIAL DEMIL OPTION 3 PRON: HI66D212HI PRON AMD: 01 ACRN: AB AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;"></td> <td style="width: 30%;">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>0</td> <td>26-FEB-2010</td> </tr> </table> <p style="text-align: center;">\$ ██████████</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	26-FEB-2010				<p>\$ ██████████</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	26-FEB-2010												

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 2

2. Amendment/Modification No. P00031	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AR REGINA R. BRECHT (309) 782-0140 ROCK ISLAND, IL 61299-8000 BLDGS 350 & 390 & 60 EMAIL: REGINA.BRECHT@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA AMMUNITION GROUP DCMAG-MSM BLDG 1, ARDEC PICATINNY, NJ 07806-5000	Code S3403A
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SCD B PAS NONE ADP PT S3403A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: 7

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309) 782-0571		
15B. Contractor/Offorer _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

GD-OTS-EPA275

001537

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 2

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00031

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION, P00031, TO CONTRACT W52P1J-05-C-0075 IS TO REMOVE THE ASSETS LISTED BELOW WHICH WERE INCORRECTLY IDENTIFIED AS GOVERNMENT FURNISHED MATERIAL (GFM) (REFERENCE MODIFICATION P00010 AND ATTACHMENT 0047):

Ford Ranger (1999)	Tag# 10539	VIN R14V6XPB25140
Ford Ranger (1999)	Tag# 10540	VIN R14V5XPA81227
Ford F250 (2000)	Tag# 10543	VIN W20L5YEA48733
Ford F250 (2000)	Tag# 10544	VIN X21L1YEA59112
Trailer 24' to 30'	Tag# 10554	# 4KGX242XY164928
Trailer 40'	Tag# 10804	
Forklift	Tag# 10547	VIN A810NO5000W
Forklift	Tag# 10548	VIN A810NO5001W

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0042 ***

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00032	3. Effective Date 22 Mar 2010	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AR AMY KNUTSON (309)782-5664 ROCK ISLAND, IL 61299-8000 BLDGS 350 & 390 & 60 EMAIL: AMY.KNUTSON@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA AMMUNITION GROUP DCMAG-MSM BLDG 1, ARDEC PICATINNY, NJ 07806-5000	Code S3403A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18

Code 0P875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AE NET INCREASE: [REDACTED]

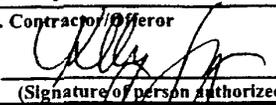
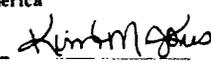
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

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

15A. Name And Title Of Signer (Type or print) Kelly Jagr, Contracts Administrator	16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES KIM.M.JONES1@US.ARMY.MIL (309)782-0571
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 19MAR2010
16B. United States Of America By  (Signature of Contracting Officer)	16C. Date Signed 22 Mar 2010

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 5
	PIIN/SIIN W52P1J-05-C-0075	MOD/AMD P00032	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00032 is to do the following:

1. Increase CLIN 5623AA under Option 4 by 6 each 105/155MM due to the Government over-shipment quantity. CLIN 5623AA will be increased from 2,238 to 2,244. The unit price is [REDACTED] each for an increase of [REDACTED] from [REDACTED] to [REDACTED]
2. Increase CLIN 6262AA under Option 4 by 181 each Mortar/Grenades due to the Government over-shipment quantity. CLIN 6262AA will be increased from 38,878 to 39,059. The unit price is [REDACTED] for an increase of [REDACTED] from [REDACTED] to [REDACTED]
3. As a result of this modification, the total contract value is increased by [REDACTED] from [REDACTED] to [REDACTED]

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0043 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00032

Page 4 of 5

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
DLVR SCH REL CD 001	QUANTITY 0 \$ XXXXXXXXXX	PERF COMPL DATE 02-MAY-2011			

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00032

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	PRON/ MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5623AA	HI96D720HI 42104099044 A191M044HGHI		AE	2 9RM362	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
6262AA	HI96D720HI 42104099044 A191M044HGHI		AE	2 9RM362	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
					NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 92034000091B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

ACRN	EDI ACCOUNTING CLASSIFICATION	
AE	21 091120340000 S28017 91B1B0542104099044252H	9RM362S28017 W52P1J

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00033 3. Effective Date 21 Jun 2010 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AR
 KEVIN GILMORE (309)782-3558
 ROCK ISLAND, IL 61299-8000
 BLDGS 350 & 390 & 60
 EMAIL: KEVIN.GILMORE@US.ARMY.MIL
 DCMA ST. PETERSBURG
 GADSDEN BLDG, SUITE 200
 9549 KOGER BLVD
 ST. PETERSBURG FL 33702-2455
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-05-C-0075
 10B. Dated (See Item 13)
 2005AUG18

II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (if required)
 ACRN: AF NET INCREASE: _____

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

KIND MOD CODE: G

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Kelly Jagr, Contracts Administrator
 15B. Contractor/Officer (Signature of person authorized to sign)
 15C. Date Signed 21-June-2010
 16A. Name And Title Of Contracting Officer (Type or print) KIM M. JONES
 KIM.M.JONES1@US.ARMY.MIL (309)782-0571
 16B. United States Of America By (Signature of Contracting Officer)
 16C. Date Signed 21 Jun 2010

NSN 7540-01-152-8008 PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 5

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00033

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION, P00033, TO CONTRACT W52P1J-05-C-0075 IS TO DO THE FOLLOWING:

1. EXTEND THE AVAILABILITY OF OPTION PERIOD 1 FOR ICM AND BOMB QUANTITIES THROUGH 31 JULY 2010.
2. EXERCISE THE FOLLOWING UNDER OPTION 1:

CLIN	FAMILY	PRICE RANGE	QUANTITY	PERFORMANCE COMPLETION
5220AC	BOMBS	HIGH RANGE	3,028	31 MAY 2011
5320AC	ICM	HIGH RANGE	26,248	31 MAR 2011

3. INCORPORATE THE FOLLOWING DODICS AND QUANTITIES FOR THESE ADDITIONAL QUANTITIES:

BOMBS, 2000 LB, DODIC F127, 2,942 EACH
BOMBS, 2000 LB, DODIC F272, 86 EACH
ICM, DODIC D563, 26,248 EACH

4. INCORPORATE EXPLO SYSTEMS INC, MINDEN. LOUISIANA AS THE PLACE OF PERFORMANCE FOR THESE 3,028 EACH 2000 LB BOMBS.

5. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0044 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN WS2P1J-05-C-0075 MOD/AMD P00033

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5220	SECURITY CLASS: Unclassified													
5220AC	<p><u>BOMBS</u> <u>HIGH RANGE</u></p> <p>NOUN: COM'L DEMIL CONTRACT OPTION 1 PRON: HI06D209HI PRON AMD: 01 ACRN: AF AMS CD: 42104099039</p> <p>FUNDS IN THE AMOUNT OF [REDACTED] ARE PROVIDED FOR THE DEMILITARIZATION OF 3,028 EACH BOMBS AT A UNIT PRICE OF [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;"></td> <td style="width: 30%;">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>0</td> <td>31-MAY-2011</td> </tr> </table> <p style="text-align: center;">\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAY-2011				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-MAY-2011												
5320	<p>SECURITY CLASS: Unclassified</p> <p>FUNDS IN THE AMOUNT OF [REDACTED] ARE PROVIDED FOR THE DEMILITARIZATION OF 26,248 EACH ICM AT A UNIT PRICE OF [REDACTED]</p> <p style="text-align: center;">(End of narrative B001)</p>													
5320AC	<p><u>ICM</u> <u>HIGH RANGE</u></p> <p>NOUN: COM'L DEMIL CONTRACT OPTION 1 PRON: HI06D209HI PRON AMD: 01 ACRN: AF AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$ [REDACTED]									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00033

Page 4 of 5

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
DLVR SCH <u>REL CD</u> 001	PERF COMPL <u>QUANTITY</u> <u>DATE</u> 0 31-MAR-2011				
	\$ ██████████				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00033

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	PRON/ MIPR	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5220AC	HI06D209HI 42104099039 A1014039HGHI	AF	2 ORM344	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5320AC	HI06D209HI 42104099039 A1014039HGHI	AF	2 ORM344	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
				NET CHANGE	\$ [REDACTED]	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AF	21 02034000001B1B05P421040252H S28017	W52P1J	\$ [REDACTED]
				NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

LINE	ITEM	ACRN	EDI	ACCOUNTING CLASSIFICATION		
5220AC	AF	21	101220340000	S28017 01B1B0542104099039252H	ORM344S28017	W52P1J
5320AC	AF	21	101220340000	S28017 01B1B0542104099039252H	ORM344S28017	W52P1J

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 2

2. Amendment/Modification No. P00034 3. Effective Date 2010AUG23 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309)782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL

7. Administered By (If other than Item 6) Code S1109A
 DCMA ST. PETERSBURG
 GADSDEN BLDG, SUITE 200
 9549 KOGER BLVD
 ST. PETERSBURG FL 33702-2455

SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328

9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.
 W52P1J-05-C-0075

10B. Dated (See Item 13)
 2005AUG18

Code OF875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: 8

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:

D. Other (Specify type of modification and authority)

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

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

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

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301	
15B. Contractor/Offoror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2010AUG23

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00034	Page 2 of 2
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO CORRECT THE REFERENCE TO "RECOVERY FUNDS" ANNOTATED ON PAGE THREE (3) OF MODIFICATION P00032.

ALL REFERENCES TO "RECOVERY FUNDS" ARE HEREBY DELETED IN IT'S ENTIRETY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0045 ***

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code
Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00035	3. Effective Date 2011JAN12	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AM ANN HAMERLINCK (309)782-3946 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG GADSDEN BLDG, SUITE 200 9549 KOGER BLVD ST. PETERSBURG FL 33702-2455 SCD B PAS NONE ADP PT HQ0338	Code S1109A
--	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
		10B. Dated (See Item 13) 2005AUG18
Code 0F875	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: B

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301	
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2011JAN12

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SIIN W52P1J-05-C-0075	MOD/AMD P00035	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is to incorporate the mandatory clause HA00001 entitled Restrictions on the Use of Mandatory Arbitration Agreements. This clause is hereby incorporated at no cost to either party.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0046 ***

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

Page 3 of 3

PIIN/SIIN W52F1J-05-C-0075

MOD/AMD P00035

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 ADDED	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00036 3. Effective Date 2011APR21 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52PJJ 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309) 782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 GADSDEN BLDG, SUITE 200
 9549 KOGER BLVD
 ST. PETERSBURG FL 33702-2455
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No. W52PJJ-05-C-0075
 10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: B

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301
 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
 By _____ /SIGNED/ 2011APR21
 (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070
 PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SIIN W52P1J-05-C-0075	MOD/AMD P00036	

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is to extend the performance completion date for CLIN 5220AC from 31 May 2011 to 19 July 2011. This extension will be done at no cost to either party.

All Safety Site and Demilitarization Plans approved/accepted to date are hereby incorporated, including the recently accepted Ammunition Demilitarization and Disposal Plan for the 750 lb and 2000 lb Bombs.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0047 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00036

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5220	SECURITY CLASS: Unclassified													
5220AC	<p>BOMBS HIGH RANGE</p> <p>NOUN: COM'L DEMIL CONTRACT OPTION 1 PRON: HI06D209HI PRON AMD: 01 ACRN: AF AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>19-JUL-2011</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	19-JUL-2011				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	19-JUL-2011												

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code
Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. P00037 3. Effective Date 2011JUN29 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309) 782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 GADSDEN BLDG, SUITE 200
 9549 KOGER BLVD
 ST. PETERSBURG FL 33702-2455
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-05-C-0075
 10B. Dated (See Item 13)
 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AG NET INCREASE: ██████████

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: B It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

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

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2011JUN29

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00037

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00037, IS TO EXERCISE THE FOLLOWING OPTION QUANTITIES AS FOLLOWS:

1. EXTEND THE AVAILABILITY OF OPTION PERIOD 1 FOR EXPLOSIVE D (HIGH RANGE) THROUGH 31 JULY 2011.

2. EXTEND THE AVAILABILITY OF OPTION PERIOD 4 FOR PYROTECHNICS (MORTARS/GRENADES) (LOW RANGE) AND PYROTECHNICS (105MM/155MM (LOW RANGE) THROUGH 31 JULY 2011:

3. THE QUANTITIES AND UNIT PRICES ARE LISTED BELOW:

CLIN	FAMILY	PRICE RANGE	QUANTITY	UNIT PRICE
5480AA	Explosive D	HIGH	779	[REDACTED]
5602AC	PYROTECHNICS MORTARS/GRENADES	LOW	10,490	[REDACTED]
5603AD	PYROTECHNICS 105MM/155MM CARTRIDGES	LOW	953	[REDACTED]

4. INCORPORATE THE FOLLOWING DODICS FOR THE ABOVE OPTION QUANTITIES:

EXPLOSIVE D (5" PROJECTILE) DODIC D235 QUANTITY 50 EACH
EXPLOSIVE D (6" PROJECTILE) DODIC D394 QUANTITY 547 EACH
EXPLOSIVE D (8" PROJECTILE) DODIC D631 QUANTITY 182 EACH

PROTECHNICS (MORTARS/GRENADES) DODIC G895 QUANTITY 10,490 EACH

PROTECHNICS (105MM CARTRIDGE) DODIC C449 QUANTITY 111 EACH
PROTECHNICS (155MM CARTRIDGE) DODIC D505 QUANTITY 842 EACH

5. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

6. ALL THE OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0048 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00037

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 10,490 Pyro Mortar/Grenades at a unit price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>													
5603	SECURITY CLASS: Unclassified													
5603AD	<p><u>PRODUCTION</u></p> <p>NOUN: PYRO 105MM/155MM LOW RANGE PRON: HI1D2005M2 PRON AMD: 01 ACRN: AG AMS CD: 42104099040.</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-JAN-2013</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 953 Pyro 105MM Cartridge/155MM Projectile at a unit price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-JAN-2013				<p>\$ [REDACTED]</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-JAN-2013												

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00037

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT	JO NO	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
5480AA	HI1D2005M2 42104099040	2	1RM337	AG	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5602AC	HI1D2005M2 42104099040	2	1RM337	AG	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5603AD	HI1D2005M2 42104099040	2	1RM337	AG	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
					NET CHANGE	\$ [REDACTED]	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AG	21 12034000011B1B05P421040252H S28017	\$ [REDACTED]
		NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

LINE	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION
5480AA	AG	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2005M2 1RM337 S28017
5602AC	AG	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2005M2 1RM337 S28017
5603AD	AG	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2005M2 1RM337 S28017

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00037

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0060	UPDATED ASSET LIST	07-JUN-2011	001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00038 3. Effective Date 2011JUL13 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309)782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 GADSDEN BLDG, SUITE 200
 9549 KOGER BLVD
 ST. PETERSBURG FL 33702-2455
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No. W52P1J-05-C-0075
 10B. Dated (See Item 13) 2005AUG18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
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A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
 D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
 By _____ /SIGNED/ 2011JUL13
 (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070
 PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 5**

PIIN/SHN W52P1J-05-C-0075

MOD/AMD P00038

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO EXTEND THE PERFORMANCE COMPLETION DATE ON CLIN 5470AB FROM 19 JULY 2011 TO 31 OCTOBER 2011.

THIS EXTENSION IS DONE AT NO COST TO EITHER PARTY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0049 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00038

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5470	SECURITY CLASS: Unclassified													
5470AB	<p><u>PRODUCTION</u></p> <p>NOUN: EXPLOSIVE D HIGH RANGE PRON: HI06D204HI PRON AMD: 01 ACRN: AF AMS CD: 42104099039</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-OCT-2011</td> </tr> </table> <p>\$ [REDACTED]</p> <p>FUNDS IN THE AMOUNT OF [REDACTED] ARE PROVIDED FOR THE DEMILITARIZATION OF 8,850 EACH EXPLOSIVE D AT A UNIT PRICE OF [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-OCT-2011				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-OCT-2011												
5480	SECURITY CLASS: Unclassified													
5480AA	<p><u>PRODUCTION</u></p> <p>NOUN: EXPLOSIVE D HIGH RANGE PRON: HI1D2005M2 PRON AMD: 02 ACRN: AG AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>31-JAN-2013</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-JAN-2013				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-JAN-2013												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00038

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 779 Explosive D at a unit price of [REDACTED] each.</p> <p>(End of narrative F001)</p>												
5602	SECURITY CLASS: Unclassified												
5602AC	<p><u>PRODUCTION</u></p> <p>NOUN: PROTECHNICS MOR/GREN LOW PRON: HI1D2005M2 PRON AMD: 02 ACRN: AG AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1" data-bbox="305 1018 771 1092"> <thead> <tr> <th>DLVR SCH</th> <th>REL CD</th> <th>QUANTITY</th> <th>PERF COMPL DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>0</td> <td>31-JAN-2013</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 10,490 Pyro Mortar/Grenades at a unit price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>	DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE		001	0	31-JAN-2013				\$ [REDACTED]
DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE										
	001	0	31-JAN-2013										
5603	SECURITY CLASS: Unclassified												
5603AD	<p><u>PRODUCTION</u></p> <p>NOUN: PYROTECHNICS 105MM/155MM LOW PRON: HI1D2005M2 PRON AMD: 02 ACRN: AG AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$ [REDACTED]								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52PLJ-05-C-0075 MOD/AMD P00038

Page 5 of 5

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
DLVR SCH REL CD 001	QUANTITY 0 PERF COMPL DATE 31-JAN-2013				
	\$ [REDACTED]				
	Funds in the amount of [REDACTED] are provided for the demilitarization of 953 Pyro 105MM Cartridge/155MM Projectile at a unit price of [REDACTED] Each.				
	(End of narrative F001)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00039 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309)782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL

7. Administered By (If other than Item 6) Code S1109A
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328

9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No. W52P1J-05-C-0075
 10B. Dated (See Item 13) 2005AUG18

Code 0F875 Facility Code

TYPE BUSINESS: Large Business Performing in U.S.

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AG NET INCREASE: [REDACTED]

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

KIND MOD CODE: B

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:

D. Other (Specify type of modification and authority)

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

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

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

15A. Name And Title Of Signer (Type or print)
 15B. Contractor/Offeror
 15C. Date Signed
 16A. Name And Title Of Contracting Officer (Type or print)
 CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
 16B. United States Of America
 16C. Date Signed
 By _____
 (Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00039 3. Effective Date 8-30-11 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309) 782-3946
 ROCK ISLAND, IL 61299-8000
 BLOGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL

7. Administered By (If other than Item 6) Code S1109A
 DCMA ST. PETERSBURG
 930 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701

SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328

9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No. W52P1J-05-C-0075
 10B. Dated (See Item 13) 2005AUG18

TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
 ACRN: AG NET INCREASE: [REDACTED]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: B It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:

D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)
 Kelly Jagr, Contracts Administrator

16A. Name And Title Of Contracting Officer (Type or print)
 CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301

15B. Contractor/Offeror
 Kelly Jagr
 (Signature of person authorized to sign)

15C. Date Signed
 29-AUG-2011

16B. United States Of America
 By Christine Carson
 (Signature of Contracting Officer)

16C. Date Signed
 8-30-11

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 5

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00039

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00039, IS TO EXERCISE THE FOLLOWING OPTION QUANTITY.

1. EXTEND THE AVAILABILITY OF OPTION PERIOD 1 FOR 750 LB. BOMBS (HIGH RANGE) THROUGH 31 AUGUST 2011.

2. THE QUANTITY AND THE UNIT PRICE ARE AS FOLLOWS:

CLIN	FAMILY	PRICE RANGE	QUANTITY	UNIT PRICE
5220AC	750 LB BOMBS	HIGH	1,260	[REDACTED]

3. THE DODIC FOR THE 750 LB BOMBS IS F114 AND THE NSN IS 1325-00-028-5264 FOR THE QUANTITY OF 1,260.

4. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

5. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0050 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00039

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
5220	SECURITY CLASS: Unclassified										
5220AD	<p><u>PRODUCTION</u></p> <p>NOUN: 750 LB BOMBS PRON: HI1D2006M2 PRON AMD: 01 ACRN: AG AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u> <u>DATE</u></td> </tr> <tr> <td>001</td> <td>0 27-SEP-2013</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,260 750 lb Bombs at a unit price of [REDACTED] each.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u> <u>DATE</u>	001	0 27-SEP-2013				\$ [REDACTED]
DLVR SCH	PERF COMPL										
<u>REL CD</u>	<u>QUANTITY</u> <u>DATE</u>										
001	0 27-SEP-2013										

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 5

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00039

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
5220AD	HI1D2006M2 42104099040	2	1RM341	AG	\$ 0.00		\$

NET CHANGE \$

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AG	21 12034000011B1B05P421040252H S28017	\$
NET CHANGE		\$

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$	\$

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
5220AD	AG	21 111320340000 W15BW9 11B1B0542104099040252HHI1D2006M2 1RM341 S28017

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00039	Page 5 of 5
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0061	UPDATED ASSET LIST	09-AUG-2011	001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. P00040	3. Effective Date 2012MAR01	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AM ANN HAMERLINCK (309) 782-3946 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701	Code S1109A
---	----------------	--	----------------

SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AG NET INCREASE: [REDACTED]

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

KIND MOD CODE: 6

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2012MAR01

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 6

2. Amendment/Modification No. P00040	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AM ANN HAMERLINCK (309) 782-3946 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701	Code S1109A
		SCD B	PAS NONE
		ADP PT HQ0338	

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18
Code 0F875	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)
ACRN: AG NET INCREASE: [REDACTED]

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

KIND MOD CODE: 6

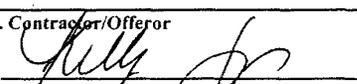
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Kelly Jagr. Contracts Administrator	16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 29 Feb 2012
16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00040

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION P00040, IS TO EXERCISE THE FOLLOWING OPTION QUANTITIES AS FOLLOWS:
2. EXTEND THE AVAILABILITY OF OPTION PERIOD 4 FOR MORTARS/GRENADES (LOW RANGE) AND PYROTECHNICS (105MM/155MM) (LOW RANGE) THROUGH 09 March 2012:
3. THE QUANTITIES AND UNIT PRICES ARE LISTED BELOW:

CLIN	FAMILY	PRICE RANGE	QUANTITY	UNIT PRICE
5602AD	PYROTECHNICS MORTARS/GRENADES	LOW	2,851	[REDACTED]
5603AE	PYROTECHNICS 105MM/155MM CARTRIDGES	LOW	836	[REDACTED]

4. INCORPORATE THE FOLLOWING DODICS FOR THE ABOVE OPTION QUANTITIES:

PYROTECHNICS (MORTARS/GRENADES) DODIC G895 QUANTITY 2,851 EACH

PYROTECHNICS (105MM CARTRIDGE) DODIC C449 QUANTITY 835 EACH

PYROTECHNICS (155MM CARTRIDGE) DODIC D505 QUANTITY 1 EACH

5. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

6. ALL THE OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0051 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00040

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5602	SECURITY CLASS: Unclassified													
5602AD	<p><u>PRODUCTION</u></p> <p>NOUN: PYRO MORTAR & GRENADE LOW RAN PRON: HI1D2005M2 PRON AMD: 03 ACRN: AG AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>28-FEB-2013</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of a quantity of 2,851 at a unit price of [REDACTED] each.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	28-FEB-2013				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	28-FEB-2013												
5603	SECURITY CLASS: Unclassified													
5603AE	<p><u>PRODUCTION</u></p> <p>NOUN: PYRO 105MM/155MM LOW RANGE PRON: HI1D2005M2 PRON AMD: 03 ACRN: AG AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>28-FEB-2013</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	28-FEB-2013				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	28-FEB-2013												

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00040

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of a quantity of 836 Pyro 105mm cartridge/155mm projectile at a unit price of [REDACTED] each.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
5602AD	HI1D2005M2 42104099040	2	1RM337	AG \$	[REDACTED] \$	[REDACTED] \$	[REDACTED]
5603AE	HI1D2005M2 42104099040	2	1RM337	AG \$	[REDACTED] \$	[REDACTED] \$	[REDACTED]
					NET CHANGE	\$ [REDACTED]	

ACRN	ACCOUNTING CLASSIFICATION	W15BW9	INCREASE/ DECREASE
AG	21 12034000011B1B05P421040252H S28017	W15BW9	\$ [REDACTED]
			NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

LINE	ACRN	EDI/SPIS ACCOUNTING CLASSIFICATION	1RM337	S28017
5602AD	AG 21 111320340000	W15BW9 11B1B0542104099040252HHI1D2005M2	1RM337	S28017
5603AE	AG 21 111320340000	W15BW9 11B1B0542104099040252HHI1D2005M2	1RM337	S28017

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00040	Page 6 of 6
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0062	UPDATED ASSET LIST	06-FEB-2012	001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00042	3. Effective Date 2012MAY16	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AM ANN HAMERLINCK (309)782-3946 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701 SCD B PAS NONE ADP PT HQ0338	Code S1109A
--	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18
Code 0F875 Facility Code		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: G

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/	16C. Date Signed 2012MAY16
		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 4

2. Amendment/Modification No.

P00042

3. Effective Date

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

Code

W52P1J

7. Administered By (If other than Item 6)

Code

S1109A

ROCK ISLAND CONTRACTING CENTER
CCRC-AM
ANN HAMERLINCK (309)782-3946
ROCK ISLAND, IL 61299-8000
BLDGS 60 & 390

DCMA ST. PETERSBURG
830 CENTRAL AVENUE
SUITE 500
ST. PETERSBURG FL 33701

EMAIL: ANN.HAMERLINCK@US.ARMY.MIL

SCD B

PAS NONE

ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
11399 16TH CT N STE 200
SAINT PETERSBURG, FL 33716-2328

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52P1J-05-C-0075

10B. Dated (See Item 13)

2005AUG18

TYPE BUSINESS: Large Business Performing in U.S.

Code 0F875

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

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

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 43.103(a)

D. Other (Specify type of modification and authority)

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

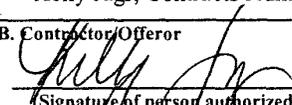
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)
Kelly Jagr, Contracts Administrator

16A. Name And Title Of Contracting Officer (Type or print)
CHRISTINE CARSON
CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301

15B. Contractor/Officer

(Signature of person authorized to sign)

15C. Date Signed
16-May-2012

16B. United States Of America
By _____
(Signature of Contracting Officer)

16C. Date Signed

NSN 7540-01-182-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 4

PHIN/SIIN W52P1J-05-C-0075

MOD/AMD P00042

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION.

THE PURPOSE OF THIS MODIFICATION IS TO INCORPORATE THE MANDATORY CLAUSE FAR 52.222-50 ENTITLED COMBATING TRAFFICKING IN PERSONS. THIS CLAUSE BELOW IS HEREBY INCORPORATED AT NO COST TO EITHER PARTY.

52.222-50 --

Combating Trafficking in Persons (Feb 2009)

(a) Definitions. As used in this clause

Coercion means

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced labor means knowingly providing or obtaining the labor or services of a person

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall

- (1) Notify its employees of
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and example of awareness programs can be found at the website for the Department of States Office to Monitor and Combat Trafficking in Persons at *HYPERLINK "<http://www.state.gov/g/tip>"<http://www.state.gov/g/tip> .

GD-OTS-EPA321

001583

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52P1J-05-C-0075 MOD/AMD P00042	Page 3 of 4
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.		

(End of clause)

P00041 WAS NOT USED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0052 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIIN W52P1J-05-C-0075

MOD/AMD P00042

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00043	3. Effective Date 2012OCT17	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AM ANN HAMERLINCK (309)782-3946 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL	Code	W52PLJ	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701	Code	S1109A
			SCD B	PAS NONE	ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52PLJ-05-C-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005AUG18
Code 0F875	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AH NET INCREASE: _____

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

KIND MOD CODE: B

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)
	16C. Date Signed 2012OCT17

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 4

2. Amendment/Modification No. P00043 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309) 782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-05-C-0075
 10B. Dated (See Item 13)
 2005AUG18
 Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AH NET INCREASE: [REDACTED]

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

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

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

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

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

15A. Name And Title Of Signer (Type or print) Steven L. Howard, Contracts Manager
 16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301
 15B. Contractor/Officer (Signature of person authorized to sign)
 15C. Date Signed October 17, 2012
 16B. United States Of America By (Signature of Contracting Officer)
 16C. Date Signed

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52PLJ-05-C-0075 MOD/AMD P00043	Page 2 of 4
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION P00043 IS TO INCREASE QUANTITIES OF PYROTECHNICS (PROJ 105/155MM) DUE TO AN OVERSHIPMENT IN ACCORDANCE WITH CLAUSE FAR 52.211-16 AS FOLLOWS:

1. THE QUANTITY OF 8 EACH IS ADDED AT A UNIT PRICE OF [REDACTED] AS CLIN 5603AF DODIC IS D505.
2. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

ALL THE OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0053 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-05-C-0075 MOD/AMD P00043

Page 3 of 4

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5603	PYRO 105MM/155MM LOW RANGE													
5603AF	<p>PRODUCTION</p> <p>NOUN: PYRO 105MM/155MM LOW RANGE PRON: H13D2207M2 PRON AMD: 01 ACRN: AH</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>27-SEP-2013</td> </tr> </table> <p>\$</p> <p>Funds in the amount of are provided for the demilitarization of a quantity of 8 Pyro 105mm Cartridge/155mm Projectiles at a unit price of each.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	27-SEP-2013				<p>\$</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	27-SEP-2013												

CONTINUATION SHEET

Reference No. of Document Being Continued

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MOD/AMD P00043

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
5603AF	HI3D2207M2	2	A.0005134.1.11	AH	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
					NET CHANGE	\$ [REDACTED]	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AH	021 201220142034 A5XBG EP1800AASDE 252H L032260045 A.0005134.1.11	021001 \$ [REDACTED]
		NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ 189,767,340.91

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
5603AF	AH	021 201220142034 A5XBG EP1800AASDE 252H L032260045 A.0005134.1.11	021001

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ▶	Rating DOA6	Page 1 Of 49 Pages
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2. Contract (Proc. Inst. Ident.) No. W52PLJ-11-C-0027	3. Effective Date 2011MAR17	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
--	--------------------------------	---

5. Issued By ROCK ISLAND CONTRACTING CENTER. CCRC-AM ANN HAMERLINCK (309)782-3946 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390	Code W52PLJ	6. Administered By (If Other Than Item 5) DCMA ST. PETERSBURG GADSDEN BLDG, SUITE 200 9549 KOGER BLVD ST. PETERSBURG FL 33702-2455	Code S1109A
e-mail address: ANN.HAMERLINCK@US.ARMY.MIL		SCD B PAS NONE	ADP PT HQ0338

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified) ▶ Item 12	

Code OF875	Facility Code	11. Ship To/Mark For SEE SCHEDULE
		12. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 1-800-756-4571 FAX 614-693-2224

13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. Accounting And Appropriation Data ACRN: AA 21 12034000011B1B05P421040252H S28017 W15BW9
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15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE	CONTRACT TYPE: Firm-Fixed-Price	KIND OF CONTRACT: Supply Contracts and Priced Orders			
15G. Total Amount Of Contract →					\$36,985,119.12

16. Table Of Contents							
(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	26
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	49
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	18		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	19		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	20		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	23				

Contracting Officer Will Complete Item 17 Or 18 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"/> Award (Contractor is not required to sign this document.) Your offer 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 offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
---	--

19B. Name of Contractor By _____ (Signature of person authorized to sign)	19c. Date Signed	20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	20C. Date Signed 2011MAR17
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Reference No. of Document Being Continued

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MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. This award is a Firm Fixed Price Contract for the Demilitarization of the following Families of Conventional Ammunition:

Clin	Family	QTY	UP
0001	Depleted Uranium (D)	39,000	[REDACTED]
0002	Explosive Cartridge(HE)	100,000	[REDACTED]
0003	Explosive D 5 Inch	12,463	[REDACTED]
0004	Explosive D 6 Inch d 8 Inch	1957	[REDACTED]
0005	Dye Filled ExplosivD	2498	[REDACTED]
0006	Cluster Bomb Units (CBU)	5192	[REDACTED]
0007	Improved Conventional Munitions (ICM)	75,000	[REDACTED]
0008	Medium Caliber	1,420,000	[REDACTED]
0009	106MM CTG's	25,982	[REDACTED]
0010	Fuzes	355,000	[REDACTED]

Total dollar amount of this action [REDACTED]

2. This award contains four option periods which are as follows:

- OPTION PERIOD 1 01 FEBRUARY 2012 - 31 JANUARY 2013
- OPTION PERIOD 2 01 FEBRUARY 2013 - 31 JANUARY 2014
- OPTION PERIOD 3 01 FEBRUARY 2014 - 31 JANUARY 2015
- OPTION PERIOD 4 01 FEBRUARY 2015 - 31 JANUARY 2016

3. Award of these options, if exercised, will be at the unit prices submitted in General Dynamics Ordnance and Tactical Systems proposal dated 30 November 2010, incorporated and attached as 0001.

4. Ammunition will be shipped to the contractor's facility after approval of the Safety Site Plan. A monthly delivery schedule will be established after receipt of assets and approval/acceptance of all applicable plans (including demilitarization and disposal plan) in accordance with the Statement of Work paragraph 6 and 8.

5. The following clauses are hereby added and made a part of this contract:

- 52.219-9 Small Business Subcontracting Plan (Replaces FAR 52.219-9 ALT II)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters
- 52.223-4556 Disposal of Remaining GFM Ammunition and Explosives Following Contract Completion or Termination
- 252.203-7003 Agency Office of the Inspector General

6. The contractor's Small Business Subcontracting Plan, dated 03/11/2011, is hereby incorporated and a part of this award.

7. All other terms and conditions of solicitation W52P1J-10-R-0060 and amendments 0001, 0002, 0003, 0004, 0005, and 0006 apply to this contract.

*** END OF NARRATIVE A0008 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
A-1	52.204-7000 ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA) LOCAL	JUN/2005

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SHN W52P1J-11-C-0027 MOD/AMD	Page 3 of 49
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2 52.245-4005 NOTICE: USE OF GOVERNMENT OWNED PROPERTY AUG/2007
(RICC)

Your attention is directed to Section L clause and M clauses entitled "Submission Requirements for Use of Government -Owned Property", Section M Clause entitled "Evaluation Procedures for the Use of Government Owned Property" and the corresponding rental charge provisions under FAR 52.245-9, which were recently revised.

(End of provision)

AS7005

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Reference No. of Document Being Continued
 PIIN/SHN W52P1J-11-C-0027 MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	the demilitarization of 1,420,000 Medium Caliber Munitions at a unit price of [REDACTED]. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <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>0</td> <td>30-SEP-2012</td> </tr> </table> \$ [REDACTED]	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2012				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2012												
0009	SECURITY CLASS: Unclassified													
0009AA	<u>106MM CARTRIDGES</u> NOUN: commercial demil con PRON: H11D2001M2 PRON AMD: 02 ACRN: AA AMS CD: 42104099040 Funds in the amount of [REDACTED] are provided for the demilitarization of 25,982 106MM Cartridges at a unit price of [REDACTED]. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <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>0</td> <td>30-SEP-2012</td> </tr> </table> \$ [REDACTED]	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2012			\$ [REDACTED]	
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2012												
0010	SECURITY CLASS: Unclassified													
0010AA	<u>FUZES</u>				\$ [REDACTED]									

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>NOUN: commercial demil con PRON: HI1D2001M2 PRON AMD: 02 ACRN: AA AMS CD: 42104099040</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 355,000 Fuzes at a unit price of [REDACTED]</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>30-SEP-2012</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2012				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2012												

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.210-4501 (RICC)	DRAWINGS/SPECIFICATIONS	MAR/1988

SECTION C - STATEMENT OF WORK FOR THE DEMILITARIZATION AND DISPOSAL OF CONVENTIONAL AMMUNITION

1.0 SCOPE:

The contractor shall provide systems integration; shall provide all the necessary material, equipment, property, and personnel to perform conventional ammunition demilitarization and disposal by closed disposal technologies (CDT) for a variety of conventional munitions (listed in Section B). Systems Integration is defined as: The Systems Integrator (contractor) has overall responsibility for all demilitarization and disposal work performed. This management responsibility extends to include subcontractors if any. Open Burning and Open Detonation (OB/OD) are not permitted technologies for any end item(s) or component(s) contained in this Statement of Work (SOW). Title (i.e.ownership) of components is transferred to the contractor for disposal when round is fully demilitarized. Best efforts shall be made to recover the maximum material/components possible from the conventional ammunitions.

2.0 DEFINITIONS/INTERPRETATIONS:

2.1 For the purpose of this SOW the following definitions/interpretations apply:

-Alteration-A CDT process resulting in a conventional munitions item or component to be changed, become different or modified, to prevent further use from its originally intended military purpose.

-Closed Disposal Technology (CDT) - All alternative technologies to open burning and open detonation (OB/OD).

-Decontamination (Explosive) The partial or complete removal, neutralization, or destruction of explosives/explosive residue by flashing, steaming, neutralization, or other approved desensitizing methods.

- Decontamination (General) - The process of making an item safe for use or handling by unprotected personnel and harmless to all properties and surroundings by destroying, neutralizing, making harmless, or removing energetic/explosives or chemical material or radioactive material clinging to or around it.

- Demilitarization (Demil) - The act of (1) disassembling chemical or conventional military munitions for the purpose of recycling, reclamation, or reuse of subcomponents; or (2) rendering chemical or conventional military munitions innocuous or ineffectual for military use (i.e., removing the military offensive or defensive characteristics), which may include disposal of unusable components of the munitions. The term encompasses various approved methods such as mutilation, alteration, or destruction to prevent further use for its originally intended military purpose. (Ref: A Guide for Compliance with the Military Munitions Rule, SFIM-AEC-RD-TR-2002044, November 2002).

- Disassembly - A CDT process for taking apart a conventional munitions item or component.

- Disposal - Process involving the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment (e.g., burial) or be emitted into the air or discharged into any waters, including ground waters. (Ref: 40 CFR 260.10)

- Destruction - A CDT process for rendering a conventional munitions item or component ineffective or useless including control of combustion and detonation in a closed or contained environment or system.

- Incineration - Combustion of propellant, explosive, and pyrotechnics (PEP) or explosive ordnance with control of combustion air, containment of the combustion reaction in an enclosed device, and control of emission of gaseous and particulate combustion products IAW local, state, and federal regulations. This is a CDT destructive process.

- Mutilation - The act of making unfit for its intended purpose by cutting, tearing, scratching, crushing, breaking, punching, shearing, burning, neutralizing, etc.

- Open Burning (OB) - Open burning means the combustion of any material without control of combustion air to maintain adequate temperature for efficient combustion; containment of the combustion-reaction in an enclosed device to provide sufficient

GD-OTS-EPA338

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

residence time and mixing for complete combustion and control of emission of the gaseous combustion products. (Ref: 40 CFR 260).

- Open Detonation (OD) - A thermal treatment process used for the treatment of unserviceable, obsolete and or waste munitions whereby an explosive donor charge initiates the munitions to be detonated.

- Removal - A CDT process for taking off or taking away of energetics from a conventional munitions item or component.

- Resource Recovery and Recycling (R3) - A CDT process for reusing demilitarized items/material for an entirely different purpose than originally designed/intended and normally requiring some form of reprocessing. (Note: Resource recovery uses CDT processes such as disassembly or removal.)

- Reutilization (Reuse) - The reuse of the material, parts, or components for their original intended purpose.

- Waste Stream Treatment - A CDT process designed to change the physical or chemical character or composition of any waste or by-products of demil processes from a conventional munitions item or component so as to neutralize such waste, or so as to recover energy or material resources from the waste, or so as to render such waste more environmentally benign or capable for further treatment.

2.2 Additional Definitions relating to title transfer:

- Designated Disposition Authority (DDA) - The DOD representative designated as the authorized military official responsible for evaluating munitions that are excess to current requirements or otherwise no longer part of the active inventory for safety, other uses, resource recovery and recycling possibilities, and treatment.

- Military Munitions - All ammunitions products and components produced or used by or for the U.S. Department of Defense or the U.S. Armed Services for national defense and security, including military munitions under the control of the Department of Defense, the U.S. Coast Guard, the U.S. Department of Energy, and National Guard personnel. The term includes confined gaseous, liquid and solid propellant, explosives, armor piercing munitions with depleted uranium penetrators, pyrotechnics, chemical and riot control agents, smokes, and incendiaries used by DOD components, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunitions, small arms ammunitions, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof. The term does not include: wholly inert items, improvised explosives devices, and nuclear weapons, devices, and components thereof. (However, it does include non-nuclear components of nuclear devices, managed under Department of Energy's nuclear weapons program after all required sanitization operations under the Atomic Energy Act of 1954, as amended, have been completed.) (Ref: 40 CFR 260.10)

- Waste Military Munitions (WMM) - A military munitions is a "waste" military munitions if it has been identified as:
(1) a solid waste as described in regulation 40 CFR 266.202; or (2) hazardous waste as described in regulation 40 CFR 261, Subpart C or D (i.e., either listed as hazardous or fulfilling the criteria for one or more of the hazardous characteristics which are ignitability, corrosiveness, reactivity, or toxicity). See Paragraph 17.0 Metal Pallet Return.

3.0 APPLICABLE DOCUMENTS:

3.1 Document Summary List - Documents applicable to this SOW are listed on the Document Summary Listing (listed in Section J).

3.2 Lot History Documentation - The individual lots of ammunition may have additional documentation references (Ammunition Data Cards, DD Form 1650; and Depot Surveillance Records, DA Form 3022-R) as applicable.

4.0 DEMILITARIZATION REQUIREMENTS:

The contractor shall demilitarize munitions items listed in Section B IAW Category 3 and 5, Appendix 4, DOD 4160.21-M-1. Depleted Uranium (DU), High Explosive Cartridges (HE Ctgs) Explosive D, Cluster Bomb Units (CBU), Improved Conventional Munitions (ICM), Medium Caliber, Fuzes and 106mm Cartridges. All ammunition and components shall be demilled and disposition shall occur in accordance with the contractors approved demil plan within 12 months of initial delivery.

5.0 PROPELLANT REQUIREMENTS:

5.1 The contractor shall test each manufacturing propellant lot/index number to accurately determine the level of Remaining Effective Stabilizer (RES) using the High Pressure Liquid Chromatography (HPLC) testing method. Near Infrared (NIR) testing may be accepted by the contracting officer for use as a screening method for determining which propellant lots require HPLC testing. Testing for RES will be conducted as soon as possible. Propellant recovered from pull-apart and/or downloaded munitions will be tested within one week of the recovery (generation) of the propellant. The requirements to test for effective stabilizer may not be sufficient to determine if or when a specific manufacturing lot of propellant might become unsafe. It is the responsibility of the contractor to determine what level of risk they are willing to accept and, what combination of tests and practices, in addition to those required by this section, will provide a sufficiently high confidence

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

level.

5.2 The contractor shall keep all propellant recovered from a disassembly/demilitarization operation separate by propellant type and manufacturing lot number/index number both before and after stability testing has been completed to determine risk and while awaiting disposition.

5.3 The contractor shall report the RES test results for all manufacturing lot numbers/index numbers to the Contracting Officer in contractor format. Lots with test results less than .20 percent Effective Stabilizer will be reported to the PCO along with a comprehensive list showing the results for each manufacturing propellant lot IAW CDRL A003.

5.4 Manufacturing lot numbers/index numbers with less than .20 percent effective stabilizer, lost lot identity, or deemed potentially hazardous by JMC Surveillance Office will be incinerated or burnt within 60 days. Lots with the lowest levels of RES will be processed first.

5.5 The contractor shall report the results of HPLC propellant stability analysis IAW CDRL A004. The HPLC analysis results shall be documented by the propellant lot number.

6.0 DEMILITARIZATION AND DISPOSAL PLAN:

6.1 The contractor shall prepare and submit a demilitarization and disposal plan to the PCO for acceptance IAW CDRL A008.

6.2 The plan shall be organized by munitions family, in operational sequence, and shall address operational, safety, environmental, security, and inspection requirements particular to each process/operation.

7.0 AMMUNITION RECEIPT/STORAGE/INVENTORY:

7.1 The contractor shall establish a program for the receipt, storage, handling and demilitarization of conventional munitions.

7.2 The contractor shall identify and document manufacturer lot numbers throughout the receipt, storage, inventory, and demilitarization process. A reasonable effort shall be made to determine the manufacturing lot numbers for munitions that arrive at the contractors place of performance site without manufacturing lot number identification. If the manufacturing lot number cannot be determined through a review of the documentation and a physical inspection of the munitions and the packaging, the contractor shall assign an administrative lot number prior to storage and maintained throughout the demilitarization process. The contractor shall consolidate each lot and store it separately within a storage site to the extent practical. In the event of many small lot quantities, for storage purposes, the contractor may form aggregate lots, (with exception of propellant that will remain segregated), provided all the lots are of the same DODIC.

7.3 Receiving - All ammunition lots delivered to the contractor shall be subject to physical inventory control procedures contained in DODI-4140.35, Physical Inventory Control of DOD Supply Systems Material, and AR 725-50 with Interim Change 101, for guidance. Upon receipt, a check shall be made by the contractor to verify that all items shipped, or delivered, have been received. The contractor shall report inventory discrepancies to the PCO and cognizant DCMA representative in contractor format within 72 hours with a follow up report in writing. The report shall fully address the discrepancy and will be verified by the DCMA representative. Damaged DU containers must be wipe tested for possible radiological contamination.

8.0 SAFETY:

8.1 Prior to contract award, the Contractor shall provide the Government access to the contractors facilities, personnel, and safety program documentation for the purpose of performing a pre-award safety and security site survey pursuant to DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives, May 1994. All contractor storage and operational sites must have site plan approved by the PCO prior to use under this contract. IAW DA Pam 385-24, the contractor must have a DA permit approved by the installation commander and based on an approved NRC or state license for DU munitions. The contractor must identify in writing a Radiation Safety Officer (RSO) and provide the government this person's POC information and training qualifications.

8.1.1 The contractor shall submit a site safety plan to the PCO IAW CDRL A009 for review and approval.

8.1.2 No munitions will be shipped to a contractor's operational or storage site without an approved site plan and approved NCR or state license coverage for DU ammunition.

8.2 The contractor shall comply with the requirements of DoD 4145.26M, DoD Contractor Safety Manual for Ammunition and Explosives as applicable to the contractor planned process and/or operations. Must also comply with United States Nuclear Regulatory Commission Regulations Title 10, Code of Federal Regulations requirements for radioactive material when DU munitions are to be stored and/or disassembled.

8.3 Training - The contractors shall train/certify employees for this effort, in compliance with DOD 4145.26M and applicable

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laws and regulations. Prior to performing disassembly of DU munitions, workers will be provided radiation safety training IAW 10 CFR and annually thereafter. IAW 10 CFR 20 and AR 385-10, workers who may exceed 10% of the occupational dose limit will be provided dosimeters to monitor their radiation exposure. An annual summary of worker exposure will be provided to the government.

9.0 DECONTAMINATION:

9.1 Non-DoD entities that possess, manage or process material potentially presenting an explosive hazard (MPPEH) (e.g., scrap metal, components, other material) generated from the demilitarization of military munitions will comply with the provisions of DODI 4140.62, Material Potentially Presenting an Explosive Hazard, DOD 6055.9-STD, DOD Ammunition and Explosives Safety Standards, as well as other applicable laws and regulations, when managing, processing and determining the explosives safety status of such material. Ammunition components that come into direct contact with the DU penetrator must be surveyed for possible contamination and shown to be radiologically clean before release. If radiological clean-up levels are not specifically identified in the contractor's license then the decontamination levels identified in DA Pam 385-24 shall be followed. The contractor will document random wipe tests on the inside surface of cartridge cases from each lot of ammunition. These wipe test results will be provided to the government within 30 days of completing disassembly of the lot of DU ammunition.

9.2 The contractor's military munitions demilitarization and disposal plan, paragraph 6 of this SOW, shall address procedures the contractor will use for managing and processing MPPEH, for eliminating any explosive hazard associated with material documented as an explosive hazard (MDEH), and for the release of material documented as safe (MDAS). At a minimum, this plan will address procedures for storing, segregating, securing, inspecting, treating, and disposing of MPPEH, MDEH AND MDAS.

9.2.1 Only MDAS will be released to the general public.

9.2.2 MDEH may only be released to a qualified receiver.

10. SECURITY:

10.1 Security - Prior to the award of the contract, the contractor shall allow the Government access to the contractors facilities, personnel, and security documentation for the purpose of performing a pre-award security site survey, pursuant to DOD 5100.76-M.

10.2 The contractor shall comply with the security requirements of DOD 5100.76-M for storage, safeguarding, handling and control of sensitive items. All items designated as sensitive and assigned a risk category IAW DOD 5100.76-M retain such status until such time as demilitarization has been accomplished. This also applies to recovered components, if they have an assigned risk category.

10.3 The contractor shall have only one security plan for the facility as required by DOD 5100.76-M. This plan shall address security of the entire facility. Security requirements for AA&E procedures, and processes shall be addressed in the facility security plan. In the event storage is at a facility separate from where demilitarization occurs, the contractor shall develop a facility security plan for the storage site as well the processing site. The contractor shall be responsible for communication between sites and keeping aware of security requirements. The contractor shall address transportation issues dealing with AA&E between sites in security site plan.

11.0 ENVIRONMENTAL:

11.1 The contractor shall accomplish demilitarization and disposal in an environmentally safe manner and in compliance with all federal, state and local environmental laws and applicable regulations. The contractor shall exercise vigilance to ensure awareness of changes in current federal, state, and local regulations in order to be in compliance at all times. The contractor will consider environmental issues involving radioactive material and submit at least a Record of Environmental Consideration (REC) for DU disassembly operations. The REC shall also take into consideration the storage, handling and shipment of radioactive components.

11.2 The contractor shall ensure that any hazardous waste generated by the demilitarization process is disposed in an environmentally safe manner. The contractor shall submit documentation to the PCO to certify destruction of the waste. The documentation shall be in contractor format and include, as a minimum, a copy of the manifest and the name, location, the applicable federal/state identification of the company/organization responsible for disposal of the waste, the disposal date and a statement certifying disposal.

11.3 The Government may, at times, declare excess, obsolete, or unserviceable munitions as hazardous waste. Within DOD, Designated Disposition Authorities (DDAs) are the authorized military officials who have the authority to designate unused munitions as solid waste. For this contract, a hazardous waste determination will be made by the DDA, Environmental, and Legal staff based on the primary demil process information provided by the contractor.

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11.4 If the contractor elects to conduct destructive demil treatment operations (without a recycling initiative) Outside the Continental United States (OCONUS), then the ammunition item will be shipped as a Waste Military Munition (WMM). The contractor shall be responsible for providing to the Government, the paperwork, process and/or procedures required to obtain the regulatory approval to export WMM to the contractors demil facility.

11.5 The contractor shall contact the appropriate regulatory official(s), in advance, and identify what paperwork is required to be submitted to obtain permission or consent to export WMM to their OCONUS demil facility, how the paperwork is required to be completed, and to whom the paperwork will be submitted for approval (name, address, phone, and fax numbers) and when the paperwork will need to be submitted for processing to support shipment dates. The contractor is responsible for staying abreast of changes in personnel or procedures that may effect the timely processing of documents to export WMM to their demil facility by the required shipping date. Rad material will be disposed of per DA Pam 385-24.

11.6 The contractor is responsible for any license(s) or export fee(s) for the approval to export WMM to their OCONUS demil facility.

11.7 The Government will prepare and submit the required documents as the waste generator, required for OCONUS shipments per the contractor's direction.

12.0 QUALITY ASSURANCE:

12.1 The Contractor shall maintain a Quality Assurance program in compliance with ISO 9001:2000 or equivalent. (CDRL A001)

12.2 The Government may, at any time, have tests performed or perform on-site tests to determine the effectiveness of the contractor's process in accomplishing the stated objectives of removal of explosive contamination from ammunition components and removal of hazardous materials and/or contaminants (including radiological) from packing materials.

13. EQUIPMENT:

The contractor shall maintain a calibration system IAW ANSI/NSCL Z540-1, or ISO 10012-1, or equivalent, and make the system information available to the Government for inspection.

14.0 HAZARDOUS COMPONENT SAFETY DATA SHEETS & HAZARD CLASSIFICATIONS/INTERM HAZARD CLASSIFICATIONS:

14.1 Hazardous Component Safety Data Sheets (HCSDS) may be available for items and/or components listed in this solicitation. Direct HCSDS inquiries through the Procuring Contracting Officer, to Joint Munitions Command. Thereafter, the contractor shall prepare documentation for the materials and components recovered for recycling or disposal, as part of the Demilitarization and Disposal Plan.

14.2 Hazard Classifications/Interim Hazard Classifications shall be obtained and paid for by the contractor in order to obtain and pay for hazard classification or interim hazard classifications to ship materials resulting from contractor demilitarization and disposal processes.

14.3 Government Furnished Material (GFM) - Ammunition shipped to a contractors site(s) will be shipped at Government expense by the most economical means possible. The method of transportation will be determined by the Government, which may include motor vehicle and/or rail transportation for shipments within the continental United States (CONUS). GFM shipped outside of the continental United States (OCONUS) will be delivered in twenty-foot intermodal containers and may use a combination of vessel, rail, and motor vehicle transportation for delivery to the contractor's site(s). The Government may also employ the services of a freight forwarder to facilitate delivery of GFM CONUS and OCONUS.

14.4 The Government will initiate shipment of GFM within 30 days after approval of the site plan.

15.0 TRANSFER OF TITLE/END-USE CERTIFICATES/DEMILITARIZATION CERTIFICATES:

15.1 Any and all components and material recovered for resale shall not be identified as meeting any Government standards except as required for decontamination.

15.2 All metallic components (excluding mutilated/inert scrap), explosives and propellant offered for resale shall be to licensed/permitted buyers, as applicable, and shall require End Use Certification as a condition of the sale.

15.3 End Use Certification shall consist of a signed statement from the purchaser as follows: "It is hereby certified that _____ will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws. "This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, of the United States Code, Crimes and Criminal Procedures."

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15.4 The contractor shall generate Material Safety Data Sheets (MSDS), as applicable, in accordance with 29 CFR 1910.1200 for the hazardous/energetic material that will be sold to qualified buyers.

15.5 The contractor shall obtain Final Hazard Classification from the Department of Transportation, in accordance with 49 Code of Federal Regulations, for all explosive material/sub-components derived from demil operations. Additionally, this requirement flows down to any subcontractors requiring Final Hazard Classifications.

15.6 All metallic scrap and packaging/packing material generated by the demilitarization process(es), and offered for resale, will require two 100% independent inspections for inertness in accordance with DODI 4140.62 and inert certification as a condition of sale. And radiologically clean with respect to components of DU ammunition.

15.7 The contractor shall provide a certification statement signed by two technically trained and qualified individuals (the second must be a U.S. citizen) as part of the sales documentation as follows: "WE CERTIFY AND VERIFY THAT THE PROPERTY LISTED HAS BEEN 100 PERCENT PROPERLY INSPECTED BY THE CERTIFIER, 100% INDEPENDENTLY REINSPECTED BY THE VERIFIER, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, ARE INERT AND/OR FREE OF EXPLOSIVES OR OTHER DANGEROUS MATERIALS."

15.8 See paragraph 17.0 Metal Pallet Return for special pallet handling and return.

16.0 MANAGEMENT REVIEWS AND REPORTS:

16.1 Program Management Review. The contractor shall conduct a kickoff review 60 days after contract award (ACA) to demonstrate an understanding of the work requirements; and conduct management successive reviews starting 180 days ACA and every 180 days thereafter until contract close to review progress of the contractor and subcontractors. Presentations shall be in contractor format with agenda provided 30 days prior to the meeting for Government review and approval. (CDRL A005) Meeting site shall be mutually agreed upon between the Government and contractor. The contractor shall prepare minutes in contractor format and distribute in electronic format no later than 10 days after completion of the meeting. (CDRL A006) Exact meeting time, date, and place will be determined by mutual agreement. As part of the initial 60 day Work Kick Off Meeting and subsequently the PMRs, the contractor shall submit an Integrated Master Schedule IAW CDRL A007 which shall include major or critical subcontractor program activities, key events, and milestones.

16.2 Demil Progress Report. Contractors shall prepare a monthly progress report (CDRL A002) to include the following information:

Contractor Name

Contractor Number

Item (Nomenclature)

Quantity of Rounds on Contract

Quantity of Rounds Demilitarized for the Reporting Period (By MIDAS Family)

Short tons Demilitarized for the Reporting Period (By MIDAS Family)

Cumulative Total by MIDAS Family for the Basic/Option

Scheduled Completion Date

Individual Responsible for the Report

Submission Date

Results of external reviews, audits, inspections

Summary of Closed Disposal Processes - Include Description of each item/component/material,

Closed Disposal Process(es) utilized (e.g. R3, Destructive, Reutilization, Waste Stream Treatment, Landfill) by percentage.

Annotate how, and for what purpose, an item/component/material was recycled/reused. Include information on the end-user of the recycled/reused item/component/material.

The contractor shall submit the Demil Progress Reports in the contractor format by the fifth (5th) day of the following month and report only the quantity completely demilitarized. Provide this report each month during the entire basic/option performance period(s). See Section I, FAR clause 52.242-2. The contractor shall submit monthly radiation safety surveys of the DU disassembly line. These surveys will include: a simple line-layout drawing showing where wipe test and radiation detection instrument readings were taken, building number, date wipes and readings were taken, instrument name and model, next calibration date for the instrument, name of the person who did the survey.

17.0 Metal Pallet Return

The Government reserves the right to request the return of metal pallets and metal pallet adapters to the owning Military Service. This provision does not apply to pallets delivered OCONUS.

17.1 Process: The contractor shall set aside all metal pallets and metal pallet adapters used in the Government delivery of ammunition assets scheduled for demilitarization and request disposition instructions from the DCMA. The contractor shall coordinate with DCMA to facilitate full truck or railcar loads. Treat pallet return in the same fashion as if it were a supply item FOB origin. In setting the material aside, the contractor shall only perform temporary storage and assistance to load pallets on designated transportation unless otherwise mutually agreed with the Government. The Government will not require inspection, cleaning, sorting or specialized storage facilities or other handling.

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17.2 Abandonment:

- (a) Metal pallets and metal pallet adapters may be abandoned in place at any time by written notice of the Procuring Contracting Officer.
- (b) Metal pallets and metal pallet adapters will be considered abandoned in place if 120 calendar days after contractors notice to DCMA for pickup the Government does not remove the material.

18.0 Inspection and Acceptance:

The QAR shall inspect/witness demilitarization processes to ensure demil is being performed in accordance with the contractor's approved demil plan. A certificate of destruction (COD) shall be signed by both an authorized company representative and the QAR once demil is performed. This certificate shall be included with the "combo" Invoice/Receiving Report in the WAWF system as an attachment. Ownership shall transfer upon acceptance in WAWF by the QAR. The contractor shall then perform disposition of any components in accordance with the approved demil plan. (See section 15.2 from above regarding the requirement for End Use Certificates for resale of components.)

(End of statement of work)

(CS6100)

C-2 52.225-4502 STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION FEB/1992
(RICC)

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

C-3 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001
(RICC)

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to

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Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION E - INSPECTION AND ACCEPTANCE

The QAR shall inspect/witness demilitarization processes to ensure demil is being performed in accordance with the contractor's approved demil plan. A certificate of destruction (COD) shall be signed by both an authorized company representative and the QAR once demil is performed. This certificate shall be included with the "combo" Invoice/Receiving Report in the WAWF system as an attachment. Ownership shall transfer upon acceptance in WAWF by the QAR. The contractor shall then perform disposition of any components in accordance with the approved demil plan. (See section 15.2 from above regarding the requirement for End Use Certificates for resale of components.)

*** END OF NARRATIVE E0001 ***

For Local Clauses See: http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm

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

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VDFPARA.HTM or http://farsite.hill.af.mil/VFAPARA.HTM

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4550 LOCAL (RICC)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2010

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9001-2008; only design/development exclusions permitted
- (X) ISO 9001-2000; no exclusions permitted

or an alternate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	252.211-7003	ITEM IDENTIFICATION AND VALUATION (AUG 2008) -- ALTERNATE I (AUG 2008)	AUG/2008
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-7	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

5 Percent increase

5 Percent decrease

This increase or decrease shall apply to ALL CLINS.

(End of Clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
0002AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
0003AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
0004AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
0005AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
0006AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
0007AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
0008AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
0009AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
0010AA	HI1D2001M2 42104099040 A1114040HGHI	AA	2	21 12034000011B1B05P421040252H S28017	1RM337	W15BW9 \$	[REDACTED]
						TOTAL \$	[REDACTED]

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 12034000011B1B05P421040252H S28017	W15BW9	[REDACTED]
			TOTAL	\$ [REDACTED]

LINE ITEM	ACRN	EDI	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION
0001AA	AA	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2001M2	1RM337	S28017
0002AA	AA	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2001M2	1RM337	S28017
0003AA	AA	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2001M2	1RM337	S28017
0004AA	AA	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2001M2	1RM337	S28017
0005AA	AA	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2001M2	1RM337	S28017
0006AA	AA	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2001M2	1RM337	S28017
0007AA	AA	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2001M2	1RM337	S28017
0008AA	AA	21	111320340000 W15BW9 11B1B0542104099040252HHI1D2001M2	1RM337	S28017

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LINE

ITEM	ACRN	EDI ACCOUNTING CLASSIFICATION					
0009AA	AA	21 111320340000	W15BW9	11B1B0542104099040252HHI1D2001M2	1RM337	S28017	
0010AA	AA	21 111320340000	W15BW9	11B1B0542104099040252HHI1D2001M2	1RM337	S28017	

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
G-1 52.232-4501	US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER, IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT	AUG/2008

1. To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", the U.S. Army Contracting Command, Rock Island Contracting Center, uses Wide Area Workflow Receipt and acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

2. The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3. of this clause.

3. The Contractor may submit a payment request using other than WAWF-RA only when:

(a) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to Wide Area Workflow-Receipt and Acceptance;

(b) DoD is unable to receive a payment request in electronic form; or

(c) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

4. INSTRUCTIONS:

(a) INITIAL: The contractor shall register to use WAWF at <http://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/> .

(b) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

- 1) Progress Payment (For use under contractually authorized Progress Payments)
- 2) Performance Based Payment (For use under contractually authorized Performance Based Payments)
- 3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)
- 4) "2-in-1" (For Service CLINS only)

5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clause 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(c) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor Cage Code* _____

Pay DoDAAC (Department of Defense Activity Address Code)*:

Issue DoDAAC: W52P1J

Admin DoDAAC*:

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Inspect by DoDAAC*:

Contracting Officer*:

Ship to Code*: (Not Required for Services)

*Required fields in WAWF. Cage Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(d) SPECIAL ACCOUNTABILITY REQUIREMENTS FOR AMMUNITION AND AMMUNITION RELATED ITEMS (Energetic and Inert)

When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at minimum, the following information for each shipment:

The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

- Contract Number
- Delivery Order number (if applicable)
- Shipment Number
- Invoice Number
- Item Number (CLIN Number from contract)
- Stock Number (NSN)

In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition Lot and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple Lot numbers or multiple MILSTRIP requisition document numbers, each Lot number and MILSTRIP requisition number must be identified separately.

(End of clause)

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<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	52.245-4506 (RICC)	GOVERNMENT FURNISHED PROPERTY	OCT/1994

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number Attachment 0002 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number Attachment 0002 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number Attachment 0002 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-3	52.203-4501 (ACC-RI)	OPERATIONS SECURITY (OPSEC) REQUIREMENTS	JAN/2011
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1. As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity, family member, DA civilian or DoD contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical.

2. The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract.

3. The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements and threat information pertinent to contract location as soon as possible after contract award. Critical Information and threat information shall be used by the Contractors appointed OPSEC Manager to prepare an OPSEC Plan.

4. The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The Contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval IAW DD 1423/DI-MGMT-80934C within 30 calendar days after receipt of the CI/threat information addressed in Paragraph 3 above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 10 days of receipt.

5. The Contractor shall conduct annual self-assessments of their OPSEC program and submit annual written assessments to the Contracting Officer in the anniversary month of contract award. OPSEC Assessment checklists and sample assessment responses will be provided in advance by the Government as tools to aid the Contractor in assessing their OPSEC program.

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(End of clause)

(HS7015)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2010
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-14	52.209-8	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS	APR/2010
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	OCT/2010
I-18	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-22	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-24	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-3	CONVICT LABOR	JUN/2003
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUL/2010
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-30	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-32	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-34	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-35	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-36	52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP/2010
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-38	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-11	EXTRAS	APR/1984
I-44	52.232-17	INTEREST	OCT/2010
I-45	52.232-18	AVAILABILITY OF FUNDS	APR/1984

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I-46	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-47	52.232-25	PROMPT PAYMENT	OCT/2008
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-54	52.245-9	USE AND CHARGES	AUG/2010
I-55	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-56	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-57	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-60	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-61	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-62	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	SEP/2010
I-63	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-64	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-65	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	SEP/2007
I-66	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-67	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-68	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-71	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-72	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-73	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-74	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-75	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-76	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAR/2011
I-77	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAR/2011
I-78	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	MAR/2011
I-79	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-80	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-81	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-82	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-83	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-84	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-85	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-86	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-87	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-88	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-89	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	JUL/2009
I-90	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-91	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-92	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-93	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-94	52.232-16	PROGRESS PAYMENTS	AUG/2010

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

(a) Computation of amounts.

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(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors 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 Contractors 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 Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors 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.

(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 --

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

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(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.

(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 of 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

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(v) 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.

(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 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.

(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;

(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 an 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

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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 indefinite 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-95 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
See Attachment 0002	Various	U

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier?

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

I-96 52.217-4080 EVALUATED OPTION FOR INCREASED QUANTITY (F.O.B. ORIGIN) MAR/2009
(CCRC)

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) All Clins by a quantity of up to and including, but not exceeding, ONE hundred percent (100%) per year, per family, as an evaluated option at the price(s) quoted on attached pricing sheet.

c. The Contracting Officer may exercise the evaluated option at any time preceding 31 Jan 2016 by giving written notice to the Contractor.

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

e. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

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f. Offered Unit Prices for the Option Quantities are: ON ATTACHED PRICING SHEET.

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. Inasmuch as the unit price for the basic quantity may contain startload, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(IS6080)

(End of Clause)

I-97 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY JAN/2011
MATTERS

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I-98 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 Contractor's 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-99 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2009-00009) MAY/2004

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that it meets the criteria consistent with 13 CFR 124.1002--

(1) Not less than 51 percent of which is unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States, the management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals; and

(2) Where the concern is owned by one or more individuals, and each individual represents that their net worth does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

I-100

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2009

(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/services/contractingopportunities/sizestandardsttopics/>.

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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)

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I-101 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 2010-00013) JUN/2010

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b) (3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/E013496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-102 52.245-1 GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-00012) JUN/2007

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does not include foundations and other work necessary for installing personal property.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f) (1) (v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f) (1) (ii) (A) of this clause):

(iii) The Government may, at its option, furnish property in an as-is condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

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(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as Government property), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as Government property), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

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(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

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(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedule (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority

- (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
- (B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j) (2) (i) (A) of this clause, property that was not purchased under paragraph (j) (2) (i) (B) of this clause, and property that could not be returned to a supplier under paragraph (j) (2) (i) (C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
- (E) Precious metals;
- (F) Mononuclear hazardous materials or hazardous wastes; or

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(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j) (4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then

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the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

(End of clause)

I-103 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-104 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-105 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcma.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

of the subcontract. Contractor-specified formats shall be acceptable.

(h) (1) For DoD, the Contractor shall submit certain reports as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the ACO administering the contract unless contract administrator has been delegated to the Defense Contract Management Agency (DCMA). If DCMA is administering the contract, submit the ISR to the Contracting Officer of the procuring contracting office. If no ACO has been assigned, submit the ISR to the Contracting Officer of the procuring contracting office.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency listed below that administers the majority of the Contractors individual subcontracting plans:

- (A) Department of the Army
- (B) Department of the Navy
- (C) Department of the Air Force
- (D) Defense Advance Research Projects Agency
- (E) Defense Contract Management Agency
- (F) Defense Commissary Agency
- (G) Defense Finance and Accounting Service
- (H) Defense Information System Agency
- (I) Defense Logistics Agency
- (J) Defense Media Center
- (K) Defense Micro Electronics Activity
- (L) Department of Defense Education Activity
- (M) Defense Security Cooperation Agency
- (N) Defense Security Service
- (O) Defense Threat Reduction Agency
- (P) Missile Defense Agency
- (Q) Tricare Management Agency
- (R) United States Special Operations Command
- (S) United States Transportation Command
- (T) Uniformed Services University of the Health Sciences
- (U) Washington Headquarters Services

(2) For DoD, the authority to acknowledge or reject certain reports is as follows:

(i) The authority to acknowledge or reject the ISR resides with the ACO or the Contracting Officer who receives it, as described in paragraph (h) (1) (i) of this clause.

(ii) The authority to acknowledge or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractors individual subcontracting plans.

(iii) The authority to acknowledge or reject SSRs for construction and related maintenance and repair contracts resides with the SS Coordinator for each department or agency.

(iv) The authority to acknowledge or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the Component SSR Coordinator who acknowledges or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge or reject this report in eSRS resides with the contracting officer who acknowledges or rejects the ISR.

(End of Clause)

I-107 52.203-5000 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT JAN/2009
(ACC)

FAR 52.203-13(b) (3) (i), also included in Section I of this document, requires submission of certain information to the "agency Office of the Inspector General (OIG)". Within the Department of Defense (DoD), the designated agency Office of the Inspector General (OIG) is the DoD OIG at the following address:

Office of the Inspector General

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United States Department of Defense
Investigative Policy and Oversight
Contractor Disclosure Program
400 Army Navy Drive, Suite 1037
Arlington, VA 22202-4704
Toll Free Telephone: 866-429-8011

(End of Clause)

I-108 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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	DD FORM 1423 CONTRACT DATA REQUIREMENTS LIST		004	
Attachment 0001	GDOTS PRICING SPREAD SHEET		002	
Attachment 0002	REVISED BASE ASSET LIST		013	
Attachment 0003	DOCUMENT SUMMARY LIST		002	
Attachment 0004	THIS ATTACHMENT DELETED N/A FOR AWARD			
Attachment 0005	THIS ATTACHMENT DELETED N/A FOR AWARD			
Attachment 0006	DATE DELIVERY DESCRIPTION--ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 0007	DATA DELIVERY DESCRIPTION-NOTICE OF REVISION (NOR)		002	
Attachment 0008	DATA DELIVERY DESCRIPTION-REQUEST FOR DEVIATION (RFD)		004	
Attachment 0009	INSTRUCTION FOR COMPLETING DD FORM 1423		001	
Attachment 0010	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 0011	ACQUISITION OPSEC PLAN INSTRUCTIONS		015	
Attachment 0012	SMALL BUSINESS SUBCONTRACTING PLAN		015	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00001	3. Effective Date 2011APR08	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AM ANN HAMERLINCK (309)782-3946 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL		7. Administered By (If other than Item 6) DCMA ST. PETERSBURG GADSDEN BLDG, SUITE 200 9549 KOGER BLVD ST. PETERSBURG FL 33702-2455 SCD B PAS NONE ADP PT HQ0338	Code S1109A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-11-C-0027
		10B. Dated (See Item 13) 2011MAR17
Code 0F875 Facility Code		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: B

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2011APR08

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00001 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309) 782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 GADSDEN BLDG, SUITE 200
 9549 KOGER BLVD
 ST. PETERSBURG FL 33702-2455
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-11-C-0027
 10B. Dated (See Item 13)
 2011MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: B

It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)
 Kelly Jagr, Contracts Administrator
 15B. Contractor/Officer
 Signature of person authorized to sign
 15C. Date Signed
 1-April-2011
 16A. Name And Title Of Contracting Officer (Type or print)
 CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301
 16B. United States Of America
 By
 Signature of Contracting Officer
 16C. Date Signed

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SIN W52P1J-11-C-0027 MOD/AMD P00001	Page 2 of 3
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO REPLACE FAR 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS DATED APR 2010 WITH FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS, DATED JAN 2011.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

*** END OF NARRATIVE A0009 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 3
	PHN/SIIN W52P1J-11-C-0027	MOD/AMD P00001

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) -- ALTERNATE I (JAN 2011)	JAN/2011

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00001	Page 2 of 3
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO REPLACE FAR 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS DATED APR 2010 WITH FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS, DATED JAN 2011.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

*** END OF NARRATIVE A0009 ***

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

Page 3 of 3

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00001

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) -- ALTERNATE I (JAN 2011)	JAN/2011

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 7

2. Amendment/Modification No.

P00002

3. Effective Date

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

ROCK ISLAND CONTRACTING CENTER
CCRC-AM
ANN HAMERLINCK (309)782-3946
ROCK ISLAND, IL 61299-8000
BLDGS 60 & 390

EMAIL: ANN.HAMERLINCK@US.ARMY.MIL

Code W52P1J

7. Administered By (If other than Item 6)

DCMA ST. PETERSBURG
830 CENTRAL AVENUE
SUITE 500
ST. PETERSBURG FL 33701

Code S1109A

SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
11399 16TH CT N STE 200
SAINT PETERSBURG, FL 33716-2328

TYPE BUSINESS: Large Business Performing in U.S.

Code 0F875

Facility Code

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52P1J-11-C-0027

10B. Dated (See Item 13)

2011MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)

ACRN: AA NET INCREASE: _____

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: N

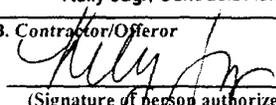
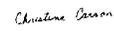
- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Kelly Jagr, Contracts Administrator		16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed 23-Sep-2011	16B. United States Of America By  (Signature of Contracting Officer)	16C. Date Signed 2011.09.26 09:30:55 -05'00'

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

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

Page 2 of 7

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION P00002, IS TO EXERCISE THE FOLLOWING OPTION QUANTITIES AGAINST OPTION 1 AS FOLLOWS:

CLIN	FAMILY	QUANTITY	UNIT PRICE
0002AB	EXPLOSIVE CARTRIDGES (HE)	100,000	\$ [REDACTED]
0006AB	CLUSTER BOMB UNIT (CBU)	5,192	\$ [REDACTED]
0007AB & 0007AC	IMPROVED CONVEN MUN (ICM)	55,000	\$ [REDACTED]
0010AB	FUZES	355,000	\$ [REDACTED]

THE PERIOD OF PERFORMANCE FOR OPTION ONE WILL BE CHANGED FROM 01 FEBRUARY 2012 TO 31 JANUARY 2013 TO 20 SEPTEMBER 2011 TO 31 JANUARY 2013.

PLEASE NOTE SPECIFIC BILLING INSTRUCTIONS FOR CLINS 0007AB AND 0007AC IN SECTION B.

2. THE FOLLOWING DODICS FOR THE ABOVE QUANTITIES ARE HEREBY INCORPORATED:

EXPLOSIVE CARTRIDGES	DODIC B542	QUANTITY	50,000 EACH
EXPLOSIVE CARTRIDGES	DODIC B546	QUANTITY	50,000 EACH
CLUSTER BOMB UNITS	DODIC E803	QUANTITY	2,600 EACH
CLUSTER BOMB UNITS	DODIC E828	QUANTITY	2,592 EACH
IMPROVED CONVEN MUNITIONS	DODIC D563	QUANTITY	55,000 EACH
FUZES	DODIC N464	QUANTITY	355,000 EACH

3. AN UPDATED ASSET LIST FOR THE BASIC QUANTITY IS INCORPORATED INTO THIS MODIFICATION AS ATTACHMENT 0013, ALSO AN ASSET LIST FOR OPTION 1 IS INCORPORATED AS ATTACHMENT 0014.

4. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

5. ALL THE OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0010 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52P1J-11-C-0027 MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM-NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>0002 SECURITY CLASS: Unclassified</p> <p>0002AB <u>PRODUCTION</u></p> <p>NOUN: EXPLOSIVE CARTRIDGES PRON: HI1D2008M2 PRON AMD: 02 ACRN: AA AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>27-SEP-2013</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 100,000 HE Cartridges, at a unit price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	27-SEP-2013				<p>\$ [REDACTED]</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	27-SEP-2013												
	<p>0006 SECURITY CLASS: Unclassified</p> <p>0006AB <u>PRODUCTION</u></p> <p>NOUN: CLUSTER BOMB UNIT (CBU) PRON: HI1D2007M2 PRON AMD: 02 ACRN: AA AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>27-SEP-2013</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	27-SEP-2013				<p>\$ [REDACTED]</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	27-SEP-2013												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 5,192 Cluster Bomb Units at a unit price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>												
0007	SECURITY CLASS: Unclassified												
0007AB	<p><u>PRODUCTION</u></p> <p>NOUN: IMPROVED CONVEN MUN (ICM) PRON: HI1D2007M2 PRON AMD: 02 ACRN: AA AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1" data-bbox="305 1039 771 1113"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>QUANTITY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> <td>27-SEP-2013</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>TOTAL Funds in the amount of [REDACTED] are provided for the demilitarization of 55,000 Improved Conventional Munitions (ICM) under clins 0007AB and 0007AC combined.</p> <p>For billing purposes the contractor shall bill a quantity of 53,170 at a unit price of [REDACTED] and a quantity of one (1) at a unit price of [REDACTED] against CLIN 0007AB, for a total CLIN dollar value of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY	DATE	001	0	27-SEP-2013				\$ [REDACTED]
DLVR SCH	PERF COMPL												
REL CD	QUANTITY	DATE											
001	0	27-SEP-2013											
0007AC	<p><u>PRODUCTION</u></p> <p>NOUN: IMPROVED CONVEN MUN (ICM) PRON: HI1D2008M2 PRON AMD: 02 ACRN: AA AMS CD: 42104099040</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ [REDACTED]								

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 7

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO	ACRN		PRIOR AMOUNT		INCREASE/ DECREASE		CUMULATIVE AMOUNT
0002AB	HI1D2008M2 42104099040	2	1RM337	AA	\$	0.00	\$	[REDACTED]	\$	[REDACTED]
0006AB	HI1D2007M2 42104099040	2	1RM341	AA	\$	0.00	\$	[REDACTED]	\$	[REDACTED]
0007AB	HI1D2007M2 42104099040	2	1RM341	AA	\$	0.00	\$	[REDACTED]	\$	[REDACTED]
0007AC	HI1D2008M2 42104099040	2	1RM337	AA	\$	0.00	\$	[REDACTED]	\$	[REDACTED]
0010AB	HI1D2008M2 42104099040	2	1RM337	AA	\$	0.00	\$	[REDACTED]	\$	[REDACTED]
						NET CHANGE	\$	[REDACTED]		

ACRN	ACCOUNTING CLASSIFICATION				INCREASE/ DECREASE
AA	21 12034000011B1B05P421040252H S28017			W15BW9	\$ [REDACTED]
					NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	\$	PRIOR AMOUNT OF AWARD	\$	INCREASE/DECREASE AMOUNT	\$	CUMULATIVE OBLIG AMT
		[REDACTED]		[REDACTED]		[REDACTED]

LINE ITEM	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION				
0002AB	AA	21	111320340000	W15BW9	11B1B0542104099040252HHI1D2008M2	1RM337	S28017
0006AB	AA	21	111320340000	W15BW9	11B1B0542104099040252HHI1D2007M2	1RM341	S28017
0007AB	AA	21	111320340000	W15BW9	11B1B0542104099040252HHI1D2007M2	1RM341	S28017
0007AC	AA	21	111320340000	W15BW9	11B1B0542104099040252HHI1D2008M2	1RM337	S28017
0010AB	AA	21	111320340000	W15BW9	11B1B0542104099040252HHI1D2008M2	1RM337	S28017

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

Page 7 of 7

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00002

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0013	UPDATED ASSET LIST	08-SEP-2011	011	
Attachment 0014	ASSET LIST FOR OPTION ONE	15-SEP-2011	004	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00003	3. Effective Date 2011DEC08	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AM ANN HAMERLINCK (309) 782-3946 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701 SCD B PAS NONE ADP PT HQ0338	Code S1109A
---	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-11-C-0027
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011MAR17
Code OF875 Facility Code		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: A

<input checked="" type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. 52.243-1	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2011DEC08

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00003	Page 2 of 3
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is to incorporate a revised asset list (attachment 0015) which eliminates the quantities for NSN 1320-00-560-2089 (100 rounds) and adds a quantity of a 100 rounds to NSN 1320-00-108-8506. Attached contractor letter along with PCO signature on this modification constitutes bilateral agreement to the terms included herein.

This is done at no cost to the Government.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0011 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00003	Page 3 of 3
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0015	REVISED ASSET LIST 2ND REVISION	02-DEC-2011	012	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00004 3. Effective Date 2012FEB07 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309)782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code OF875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-11-C-0027
 10B. Dated (See Item 13)
 2011MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

ACRN: AB NET INCREASE: ██████████

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

If Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 52.243-1 Changes- Fixed price
 D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
 By _____ /SIGNED/ 2012FEB07
 (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070
 PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00004 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309) 782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0P875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No. W52P1J-11-C-0027
 10B. Dated (See Item 13) 2011MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AB NET INCREASE: [REDACTED]

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 52.243-1 Changes- Fixed price
 D. Other (Specify type of modification and authority)

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

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

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

15A. Name And Title Of Signer (Type or print) Kelly Jagr, Contracts Administrator
 15B. Contractor/Offeror
 15C. Date Signed 7-FEB-2012
 16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301
 16B. United States Of America
 16C. Date Signed
 By (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 5
	PIIN/SHIN W52P1J-11-C-0027	MOD/AMD P00004

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is:

1. To incorporate a revised asset list (attachment 0016) which eliminates the quantity of 4 on NSN: 1320-00-560-2087, and increases the quantity by 4 on NSN: 1320-00-009-0356.
2. To incorporate an Unpriced Change Order IAW DFARS 243.204-70 for the below work into the GDOTS Demil plan for CLIN 0009 (106mm CTGs):
 - (1) The 106mm Cartridge pallet condition may be deteriorated. To add additional packaging to allow for a safer shipment, some of the pallets may need non-standard packaging added, such as a four sided plywood box or shrink wrap. Upon receipt of the 106mm Cartridge with the added packaging, GD-OTS agrees to not issue a Report of Discrepancy (ROD).
 - (2) Handling and repacking the 106mm rounds into new packaging material which will allow to ship the rounds to Nammo, Sweden.
 - (3) Assume using packaging material/configuration that meets Norwegian and Swedish regulations which may not meet the original TDI for the 106mm Cartridges.
 - (4) Disposal of old packaging material.
 - (5) Transportation from Norway to Sweden.

This unpriced change order includes a ceiling price of \$809,079.48 which will be negotiated, with downward adjustment only, to a firm fixed price in accordance with the below schedule:

Projected Modification Date of Unpriced Change Order	08 FEB 2012
Projected Receipt of Qualifying Proposal (FFP)	08 FEB 2012
Projected Date for Completion of Audit	06 MAR 2012
Projected Date to Begin Negotiations	12 MAR 2012
Projected Completion Date of Negotiations	12 APR 2012
Estimated Date of Modification Definitization	12 MAY 2012

The Government is only liable for 50% or [REDACTED] prior to definitization of the firm fixed price in accordance with FAR clause 52.216-24 Limitation of Government Liability. This is the maximum amount available for billing until completion of definitization. The maximum amount for which the Government shall be liable if this contract is terminated is [REDACTED]. The contractor will submit its detailed cost proposal in accordance with the above schedule. Upon acceptance of this modification, you shall proceed with performance of work, including the purchase of necessary materials. You are hereby directed to immediately commence performance and pursue such work with due diligence to meet the Demil schedule.

Upon negotiation of a firm fixed price, a unit price adjustment will be made to CLIN 0009 for the basic quantity of 25,982 and any future Option Quantity.

For administrative purposes billing against CLIN 0009 will be billed against CLIN 0009AA at the original price of [REDACTED], and against CLIN 0009AB for an additional [REDACTED] (subject to negotiation) per unit for incorporation of above mentioned change order.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0012 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00004

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0009	SECURITY CLASS: Unclassified													
0009AA	<p><u>106MM CARTRIDGES</u></p> <p>NOUN: commercial demil con PRON: HI1D2001M2 PRON AMD: 03 ACRN: AA AMS CD: 42104099040</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 25,982 106MM Cartridges at a unit price of [REDACTED]</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ [REDACTED]									
0009AB	<p><u>106MM CARTRIDGES</u></p> <p>NOUN: COM' DEMIL REPACK SH PRON: HI2D2201M2 PRON AMD: 02 ACRN: AB AMS CD: 42104099044</p> <p>A unit price increase of [REDACTED] each (to be negotiated) is provided as a result of the change order on CLIN 0009 for demilitarization of 25,982 106MM Cartridges.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="305 1591 771 1659"> <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>0</td> <td>30-SEP-2012</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2012				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2012												

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 5

PHN/SIN W52P1J-11-C-0027

MOD/AMD P00004

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0009AB	HI2D2201M2 42104099044	1	2RM333	AB	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
					NET CHANGE	\$ [REDACTED]	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AB	21 22034000021B1B05P421040252H S28017	\$ [REDACTED]
		NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

LINE	ACRN	EDI/SPIS ACCOUNTING CLASSIFICATION
0009AB	AB	21 121420340000 W15BW9 21B1B0542104099044252HHI2D2201M2 2RM333 S28017

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00004	Page 5 of 5
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0016	REVISED ASSET LIST 3RD REVISION	18-JAN-2012	012	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 14

2. Amendment/Modification No. P00005 3. Effective Date 2012MAR08 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A

ROCK ISLAND CONTRACTING CENTER
CCRC-AM
ANN HAMERLINCK (309)782-3946
ROCK ISLAND, IL 61299-8000
BLDGS 60 & 390

DCMA ST. PETERSBURG
830 CENTRAL AVENUE
SUITE 500
ST. PETERSBURG FL 33701

EMAIL: ANN.HAMERLINCK@US.ARMY.MIL SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) 9A. Amendment Of Solicitation No.

GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
11399 16TH CT N STE 200
SAINT PETERSBURG, FL 33716-2328

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.
W52P1J-11-C-0027

TYPE BUSINESS: Large Business Performing in U.S. 10B. Dated (See Item 13)
2011MAR17

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AB NET INCREASE: _____

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 6

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:

D. Other (Specify type of modification and authority) EXERCISE OPTION IAW 52.217-4080

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301	
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2012MAR08

2. Amendment/Modification No. P00005	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	-------------------	---	--------------------------------

6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AM ANN HAMERLINCK (309)782-3946 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701	Code S1109A
--	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-11-C-0027
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011MAR17

Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AB NET INCREASE: [REDACTED]

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

KIND MOD CODE: 6

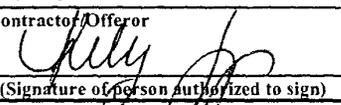
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Kelly Jagr, Contracts Administrator	16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 08 MAR 2012
16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 14

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00005

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION P00005, IS TO EXERCISE THE FOLLOWING OPTION QUANTITIES, IAW 52.217-4080 OF THIS CONTRACT AS FOLLOWS:

OPTION 1:

CLIN	FAMILY	QUANTITY	UNIT PRICE
0003AB	EXPLOSIVE D 5 INCH	12,463	[REDACTED]
0004AB	EXPLOSIVE D 6 INCH & 8 INCH	1,957	[REDACTED]
0005AB	DYE FILLED EXPLOSIVE D	2,498	[REDACTED]
0007AD	IMPROVED CONVENTIONAL MUNITIONS (ICM)	20,000	[REDACTED]
0008AB	MEDIUM CALIBER	1,420,000	[REDACTED]
0009AB	106MM CTGS	25,982	[REDACTED]

Should be 0009AC (not 0009AB)

OPTION 2:

0002AC	EXPLOSIVE CARTRIDGE (HE)	100,000	[REDACTED]
0006AC	CLUSTER BOMB UNITS (CBU)	5,192	[REDACTED]
0007AE	IMPROVED CONVENTIONAL MUNITIONS (ICM)	75,000	[REDACTED]
0008AC	MEDIUM CALIBER	1,420,000	[REDACTED]
0009AC	106MM CTGS	25,982	[REDACTED]
0010AC	FUZES	355,000	[REDACTED]

Should be 0009AD (not 0009AC)

TOTAL AMOUNT OF THIS ACTION IS [REDACTED]

THE OPTION PERIOD FOR OPTION ONE IS 01 FEBRUARY 2012 TO 31 JANUARY 2013. THE OPTION PERIOD START DATE FOR OPTION TWO IS CHANGED FROM 01 FEBRUARY 2013 TO 01 MARCH 2012. THE END DATE FOR OPTION PERIOD 2 REMAINS AT 31 JANUARY 2014.

2. THE FOLLOWING CLAUSE IS INCORPORATED INTO THIS CONTRACT:

DFARS 252.209-7999

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

3. THE ASSET LISTS FOR OPTION 1 AND OPTION 2 ARE INCORPORATED AS ATTACHMENT 0017 AND 0018.

4. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00005	Page 3 of 14
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

5. . ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0013 ***

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	Funds in the amount of [REDACTED] are provided for the demilitarization of 12,463 Explosive D 5 Inch, at a unit price of [REDACTED] Each. (End of narrative F001)												
0004	SECURITY CLASS: Unclassified												
0004AB	<u>PRODUCTION</u> NOUN: EXPLOSIVE D 6 AND 8 INCH PRON: HI2D2203M2 PRON AMD: 01 ACRN: AB AMS CD: 42104099044 PSC: 1320 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>DLVR SCH</u></td> <td style="width:35%;"></td> <td style="width:15%;"><u>PERF COMPL</u></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>0</td> <td>09-MAR-2013</td> </tr> </table> \$ [REDACTED]	<u>DLVR SCH</u>		<u>PERF COMPL</u>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	09-MAR-2013			
<u>DLVR SCH</u>		<u>PERF COMPL</u>											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	0	09-MAR-2013											
	Funds in the amount of [REDACTED] are provided for the demilitarization of 1,957 Explosive D 6 and 8 Inch, at a unit price of [REDACTED] Each. (End of narrative F001)												
0005	SECURITY CLASS: Unclassified												
0005AB	<u>PRODUCTION</u> NOUN: EXPLOSIVE D DYE FILLED PRON: HI2D2203M2 PRON AMD: 01 ACRN: AB AMS CD: 42104099044 PSC: 1320 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ [REDACTED]								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIN W52P1J-11-C-0027 MOD/AMD P00005

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0009AC	<p><u>PRODUCTION</u></p> <p>NOUN: 106MM CTGS PRON: HI2D2203M2 PRON AMD: 01 ACRN: AB AMS CD: 42104099044 PSC: 1315</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>09-MAR-2013</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 25,982 106MM CTGS, at a unit price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	09-MAR-2013				\$ 3,178,897.70
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	09-MAR-2013												
0009AD	<p><u>PRODUCTION</u></p> <p>NOUN: 106MM CTGS PRON: HI2D2204M2 PRON AMD: 01 ACRN: AB AMS CD: 42104099044 PSC: 1315</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>09-MAR-2013</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 25,982, at a unit price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	09-MAR-2013				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	09-MAR-2013												
0010	SECURITY CLASS: Unclassified													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00005

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0010AC	<p><u>PRODUCTION</u></p> <p>NOUN: FUZES PRON: HI2D2204M2 PRON AMD: 01 ACRN: AB AMS CD: 42104099044 PSC: 1390</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>QUANTITY</th> </tr> <tr> <th></th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> </tr> <tr> <td></td> <td>09-MAR-2013</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 355,000 Fuzes, at a unit price of [REDACTED] each.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY		DATE	001	0		09-MAR-2013				\$ [REDACTED]
DLVR SCH	PERF COMPL														
REL CD	QUANTITY														
	DATE														
001	0														
	09-MAR-2013														

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00005

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0002AC	HI2D2204M2 42104099044	2	2RM333	AB \$	0.00 \$		
0003AB	HI2D2203M2 42104099044	2	2RM333	AB \$	0.00 \$		
0004AB	HI2D2203M2 42104099044	2	2RM333	AB \$	0.00 \$		
0005AB	HI2D2203M2 42104099044	2	2RM333	AB \$	0.00 \$		
0006AC	HI2D2204M2 42104099044	2	2RM333	AB \$	0.00 \$		
0007AD	HI2D2203M2 42104099044	2	2RM333	AB \$	0.00 \$		
0007AE	HI2D2204M2 42104099044	2	2RM333	AB \$	0.00 \$		
0008AB	HI2D2203M2 42104099044	2	2RM333	AB \$	0.00 \$		
0008AC	HI2D2204M2 42104099044	2	2RM333	AB \$	0.00 \$		
0009AC	HI2D2203M2 42104099044	2	2RM333	AB \$	0.00 \$		
0009AD	HI2D2204M2 42104099044	2	2RM333	AB \$	0.00 \$		
0010AC	HI2D2204M2 42104099044	2	2RM333	AB \$	0.00 \$		
NET CHANGE \$							

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AB 21 22034000021B1B05P421040252H S28017	W15BW9	\$
NET CHANGE \$		

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	\$	\$	\$

LINE ITEM	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION
0002AC	AB 21	121420340000	W15BW9 21B1B0542104099044252HHI2D2204M2 2RM333 S28017
0003AB	AB 21	121420340000	W15BW9 21B1B0542104099044252HHI2D2203M2 2RM333 S28017
0004AB	AB 21	121420340000	W15BW9 21B1B0542104099044252HHI2D2203M2 2RM333 S28017
0005AB	AB 21	121420340000	W15BW9 21B1B0542104099044252HHI2D2203M2 2RM333 S28017
0006AC	AB 21	121420340000	W15BW9 21B1B0542104099044252HHI2D2204M2 2RM333 S28017
0007AD	AB 21	121420340000	W15BW9 21B1B0542104099044252HHI2D2203M2 2RM333 S28017
0007AE	AB 21	121420340000	W15BW9 21B1B0542104099044252HHI2D2204M2 2RM333 S28017

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00005

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

LINE

<u>ITEM</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>						
0008AB	AB	21	121420340000	W15BW9	21B1B0542104099044252HHI2D2203M2	2RM333	S28017	
0008AC	AB	21	121420340000	W15BW9	21B1B0542104099044252HHI2D2204M2	2RM333	S28017	
0009AC	AB	21	121420340000	W15BW9	21B1B0542104099044252HHI2D2203M2	2RM333	S28017	
0009AD	AB	21	121420340000	W15BW9	21B1B0542104099044252HHI2D2204M2	2RM333	S28017	
0010AC	AB	21	121420340000	W15BW9	21B1B0542104099044252HHI2D2204M2	2RM333	S28017	

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

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PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00005

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0017	ASSET LIST FOR OPTION ONE	29-FEB-2012	007	
Attachment 0018	ASSET LIST FOR OPTION TWO	29-FEB-2012	007	

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

Page 14 of 14

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00005

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 ADDED	252.209-7999 (DEV 2012- O0004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004)	JAN/2012

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00006 3. Effective Date 2012MAR26 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309) 782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-11-C-0027
 10B. Dated (See Item 13)
 2011MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AB NET INCREASE: [REDACTED]

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

KIND MOD CODE: C
 A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 52.243-1 Changes Fixed Price
 D. Other (Specify type of modification and authority)

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

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

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301
 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
 By _____ /SIGNED/ 2012MAR26
 (Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 5

2. Amendment/Modification No. P00006 3. Effective Date 26 MAR 2012 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309) 782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code OF875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-11-C-0027
 10B. Dated (See Item 13)
 2011MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AB NET INCREASE: [REDACTED]

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

KIND MOD CODE: C
 A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 52.243-1 Changes Fixed Price
 D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Kelly Jagr, Contracts Administrator
 15B. Contractor/Officer
 15C. Date Signed 26-March-2012
 16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301
 16B. United States Of America By Christine Carson
 16C. Date Signed 3-26-2012
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 5

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00006

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO:

1. CORRECT NARRATIVE IN SECTION A OF MODIFICATION P00005.
UNDER OPTION 1 CLIN 0009AB CHANGE TO READ 0009AC.
UNDER OPTION 2 CLIN 0009AC CHANGE TO READ 0009AD.

2. DEFINITIZE THE UNPRICED CHANGE ORDER THAT WAS AUTHORIZED IN MOD P00004 FOR THE RE-PACK OF THE 106MM CARTRIDGES SENT TO NORWAY AND THEN RESHIPPE TO NAMMO SWEDEN.

a. THE NEGOTIATED TOTAL PRICE FOR CLIN 0009AB IS [REDACTED] RESULTING IN A UNIT PRICE OF APPROXIMATELY [REDACTED] FOR 25,982 EACH.
PLEASE NOTE BILLING INSTRUCTIONS IN SECTION B.

b. THE OBLIGATED AMOUNT FOR CLIN 0009AB IS INCREASED BY [REDACTED] FROM [REDACTED] (OBLIGATED ON P00004) TO A TOTAL NEGOTIATED AMOUNT OF [REDACTED].

c. ONLY BASE YEAR PRICING WAS NEGOTIATED FOR THIS EFFORT, AS THE GOVERNMENT INTENDS TO PROVIDE ASSETS ON PALLETS THAT ARE COMPLIANT FC ANY OPTION QUANTITIES.

3. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED].

4. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0014 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00006

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS												
0009	SECURITY CLASS: Unclassified												
0009AA	<p><u>106MM CARTRIDGES</u></p> <p>NOUN: commercial demil con PRON: HI1D2001M2 PRON AMD: 03 ACRN: AA AMS CD: 42104099040 PSC: 1315</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 25,982 106MM Cartridges at a unit of [REDACTED].</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>REL CD</th> <th>QUANTITY</th> <th>PERF COMPL DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>0</td> <td>30-SEP-2012</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p>	DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE		001	0	30-SEP-2012				\$ [REDACTED]
DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE										
	001	0	30-SEP-2012										
0009AB	<p><u>106MM CARTRIDGES</u></p> <p>NOUN: COM' DEMIL REPACK SH PRON: HI2D2201M2 PRON AMD: 02 ACRN: AB AMS CD: 42104099044 PSC: 1315</p> <p>Funds in the amount of [REDACTED] are added as a result of the negotiated unit price of [REDACTED] for a total amount of [REDACTED] for the demilitarization of 25,982 106mm Cartridges.</p> <p>NOTE: For billing purposes, assets that are demilitarized on above CLIN 0009AA shall also be billed on this CLIN 0009AB for the repack. For billing under CLIN 0009AB, a quantity of 25,981 shall be billed at a unit price of [REDACTED] and 1 unit shall be billed at a unit price of [REDACTED].</p> <p>(End of narrative B002)</p>				\$ [REDACTED]								

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 5

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00006

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG	JO NO/	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
ITEM	MIPR	STAT	ACCT ASSIGN				
0009AB	HI2D2201M2 42104099044	2	2RM333	AB \$	[REDACTED] \$	[REDACTED] \$	[REDACTED]
					NET CHANGE \$	[REDACTED]	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AB	21 22034000021B1B05P421040252H S28017	\$ [REDACTED]
	W15BW9	NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	[REDACTED]	\$ [REDACTED]	\$ [REDACTED]

LINE	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION
0009AB	AB	21	121420340000 W15BW9 21B1B0542104099044252HHI2D2201M2 2RM333 S28017

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. P00007 3. Effective Date 24 APR 2012 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309)782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-11-C-0027
 10B. Dated (See Item 13)
 2011MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 ACRN: AB NET INCREASE: _____

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: N It Modifies The Contract/Order No. As Described In Item 14.
 A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
 D. Other (Specify type of modification and authority) FAR 52.217 Evaluated Option

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)
 Kelly Jagr, Contracts Administrator
 16A. Name And Title Of Contracting Officer (Type or print)
 CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
 15B. Contractor/Officer
 15C. Date Signed
 24-April-2012
 16B. United States Of America
 By Christine Carson
 (Signature of Contracting Officer)
 16C. Date Signed
 24 APR 2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 6

2. Amendment/Modification No. P00007 3. Effective Date 2012APR24 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ROCK ISLAND CONTRACTING CENTER
 CCRC-AM
 ANN HAMERLINCK (309)782-3946
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: ANN.HAMERLINCK@US.ARMY.MIL
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701
 SCD B PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 TYPE BUSINESS: Large Business Performing in U.S.
 Code 0F875 Facility Code
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-11-C-0027
 10B. Dated (See Item 13)
 2011MAR17

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
 12. Accounting And Appropriation Data (If required)
 ACRN: AB NET INCREASE: ██████████

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

KIND MOD CODE: N
 A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
 D. Other (Specify type of modification and authority) FAR 52.217 Evaluated Option
 E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

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

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
 15B. Contractor/Offeror 15C. Date Signed 16B. United States Of America 16C. Date Signed
 _____ /SIGNED/ 2012APR24
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00007

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification P00007 is to:

1. Exercise Option Quantities for Option Period Two (01 March 2012 - 31 Jan 2014).

Clin 0003 - Qty 12,463 Explosive D 5 Inch,

Clin 0004 - Qty 1,957 Explosive D 6 and 8 Inch,

Clin 0005 - Qty 2.498 Explosive D Dye Filled

2. Incorporate a revised asset list for the base year:

a) removing the DODICs C524 and C543 from Clin 0001 and increasing the quantity of DODIC C523 to 39,000. Shipping costs associated with this action will be reimbursed by the contractor.

b) removing total quantity of 52 each from DODICs D230, D235 from CLIN 0003, and replacing them with DODIC D238, as a result of RODs.

3. The revised Asset List for the Base Year and Option Two are incorporated as attachments (0019 and 0020).

4. As a result of this modification, the total contract dollar value is increased by [REDACTED] from [REDACTED] to [REDACTED]

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0015 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00007

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0003	SECURITY CLASS: Unclassified													
0003AC	<p><u>PRODUCTION</u></p> <p>NOUN: EXPLOSIVE D 5 INCH PRON: HI2D2204M2 PRON AMD: 03 ACRN: AB AMS CD: 42104099044 PSC: 1320</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>18-APR-2013</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of a quantity of 12,463 Explosive D 5 Inch, at a Unit Price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	18-APR-2013				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	18-APR-2013												
0004	SECURITY CLASS: Unclassified													
0004AC	<p><u>PRODUCTION</u></p> <p>NOUN: EXPLOSIVE D 6 INCH AND 8 INCH PRON: HI2D2204M2 PRON AMD: 03 ACRN: AB AMS CD: 42104099044 PSC: 1320</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>0</td> <td>18-APR-2013</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	18-APR-2013				\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	18-APR-2013												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00007

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>funds in the amount of [REDACTED] are provided for the demilitarization of a quantity of 1,957 Explosive D 6 and 8 Inch, at a Unit Price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>												
0005	SECURITY CLASS: Unclassified												
0005AC	<p><u>PRODUCTION</u></p> <p>NOUN: EXPLOSIVE D DYE FILLED PRON: HI2D2204M2 PRON AMD: 03 ACRN: AB AMS CD: 42104099044 PSC: 1320</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1" data-bbox="293 1050 779 1134"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th>REL CD</th> <th>QUANTITY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> <td>18-APR-2013</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of a quantity of 2,498 Explosive D Dye Filled at a Unit Price of [REDACTED] Each.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY	DATE	001	0	18-APR-2013				\$ [REDACTED]
DLVR SCH	PERF COMPL												
REL CD	QUANTITY	DATE											
001	0	18-APR-2013											

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 6

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00007

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0003AC	HI2D2204M2 42104099044	2	2RM333	AB \$	0.00 \$		
0004AC	HI2D2204M2 42104099044	2	2RM333	AB \$	0.00 \$		
0005AC	HI2D2204M2 42104099044	2	2RM333	AB \$	0.00 \$		
					NET CHANGE \$		

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AB	21 22034000021B1B05P421040252H S28017	\$
		NET CHANGE \$

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$		\$	\$

LINE	ITEM	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION			
0003AC	AB	21	121420340000	W15BW9	21B1B0542104099044252HHI2D2204M2	2RM333	S28017
0004AC	AB	21	121420340000	W15BW9	21B1B0542104099044252HHI2D2204M2	2RM333	S28017
0005AC	AB	21	121420340000	W15BW9	21B1B0542104099044252HHI2D2204M2	2RM333	S28017

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00007	Page 6 of 6
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0019	UPDATED ASSET LIST FOR THE BASE YEAR	06-APR-2012	012	
Attachment 0020	UPDATED ASSET LIST FOR OPTION TWO	13-APR-2012	003	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 7

2. Amendment/Modification No. P00008	3. Effective Date 2012NOV30	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By ROCK ISLAND CONTRACTING CENTER SUE A BURTON ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: SUE.A.BURTON@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701	Code S1109A
---	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-11-C-0027
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011MAR17
Code 0F875 Facility Code		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
ACRN: AC NET INCREASE: [REDACTED]

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

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) FAR 52.217-7 Exercise of Option	

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed 30-105-02
16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2012NOV30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 7

2. Amendment/Modification No. P00008	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By ROCK ISLAND CONTRACTING CENTER SUE A BURTON ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: SUE.A.BURTON@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701	Code S1109A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-11-C-0027
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011MAR17
Code 0F875	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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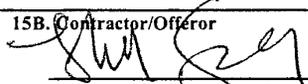
12. Accounting And Appropriation Data (If required)
ACRN: AC NET INCREASE: [REDACTED]

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

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) FAR 52.217-7 Exercise of Option	
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.		

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

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

15A. Name And Title Of Signer (Type or print) Thank Seybold, Contracts Administrator	16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 11/30/2012
16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SUE A BURTON
Buyer Office Symbol/Telephone Number: CCRC-AR/(309)782-6759
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: B
Kind of Modification: Exercise of Priced Option

*** End of Narrative A0000 ***

THE PURPOSE OF THIS MODIFICATION, P00008, IS TO:

1. EXERCISE THE PARTIAL OPTION QUANTITIES, IAW 52.217-4080 OF THIS CONTRACT FOR DEMILITARIZATION AS FOLLOWS:

OPTION 1:

Table with 4 columns: CLIN, FAMILY, QUANTITY, UNIT PRICE. Row 1: 0001AB, DEPLETED URANIUM 105MM, 39,000 EA, [REDACTED]

OPTION 3:

Table with 4 columns: CLIN, FAMILY, QUANTITY, UNIT PRICE. Rows: 0003AD (EXPLOSIVE D 5 INCH, 12,463 EA), 0004AD (EXPLOSIVE D 6 INCH & 8 INCH, 1,957 EA), 0005AD (DYE FILLED EXPLOSIVE D, 2,498 EA)

TOTAL AMOUNT OF THIS ACTION IS [REDACTED]

2. THE ASSET LISTS FOR THE PARTIAL EXERCISE OF QUANTITIES UNDER OPTION 1 AND OPTION 3 ARE INCORPORATED AS ATTACHMENT 0021 TO THIS DOCUMENT.

3. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

4. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0016 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-11-C-0027 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>Funds in the amount of [REDACTED] are provided for the demilitarization of 12,463 Explosive D 5 Inch at a unit price of [REDACTED] each.</p> <p>(End of narrative F001)</p>												
0004	EXPLOSIVE D 6 AND 8 INCH												
0004AD	<p><u>PRODUCTION - DEMIL</u></p> <p>GENERIC NAME DESCRIPTION: EXPLOSIVE D 6 AND 8 INCH PRON: HI3D3200M2 PRON AMD: 01 ACRN: AC PSC: 1320</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th>DLVR SCH</th> <th>REL CD</th> <th>QUANTITY</th> <th>PERF COMPL DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>1</td> <td>31-MAR-2014</td> </tr> </tbody> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 1,957 Explosive D 6 and 8 Inch at a unit price of [REDACTED] each.</p> <p>(End of narrative F001)</p>	DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE		001	1	31-MAR-2014	1	LO		\$ [REDACTED]
DLVR SCH	REL CD	QUANTITY	PERF COMPL DATE										
	001	1	31-MAR-2014										
0005	EXPLOSIVE D DYE FILLED												
0005AD	<p><u>PRODUCTION - DEMIL</u></p> <p>GENERIC NAME DESCRIPTION: EXPLOSIVE D DYE FILLED PRON: HI3D3200M2 PRON AMD: 01 ACRN: AC PSC: 1320</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ [REDACTED]								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52F1J-11-C-0027 MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<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>31-MAR-2014</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the demilitarization of 2,498 Explosive D Dye filled at a unit price of [REDACTED] each.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-MAR-2014				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-MAR-2014												

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 7

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00008

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001AB	HI3D3200M2	2	A.0010980.1.11	AC \$	0.00 \$	[REDACTED]	[REDACTED]
0003AD	HI3D3200M2	2	A.0010980.1.11	AC \$	0.00 \$	[REDACTED]	[REDACTED]
0004AD	HI3D3200M2	2	A.0010980.1.11	AC \$	0.00 \$	[REDACTED]	[REDACTED]
0005AD	HI3D3200M2	2	A.0010980.1.11	AC \$	0.00 \$	[REDACTED]	[REDACTED]
					NET CHANGE	\$ [REDACTED]	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AC	021 201320152034 A5XBG EP1800AASDE 252H L032600266 A.0010980.1.11	021001 \$ [REDACTED]
		NET CHANGE \$ [REDACTED]

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	CUMULATIVE OBLIG AMT
0001AB	AC 021 201320152034	A5XBG EP1800AASDE 252H L032600266 A.0010980.1.11	021001
0003AD	AC 021 201320152034	A5XBG EP1800AASDE 252H L032600266 A.0010980.1.11	021001
0004AD	AC 021 201320152034	A5XBG EP1800AASDE 252H L032600266 A.0010980.1.11	021001
0005AD	AC 021 201320152034	A5XBG EP1800AASDE 252H L032600266 A.0010980.1.11	021001

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00008	Page 7 of 7
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0021	ASSET LISTS	12-NOV-2012	005	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 3

2. Amendment/Modification No. P00009 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ARMY CONTRACTING COMMAND - RI
 SUE A BURTON
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 EMAIL: SUE.A.BURTON@US.ARMY.MIL
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-11-C-0027
 10B. Dated (See Item 13)
 2011MAR17
 Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 NO CHANGE TO OBLIGATION DATA

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

A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
 The Contract/Order No. In Item 10A.
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 52.243-1 CHANGES-FIXED PRICE
 D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 Thanh Seybold, Contract Administrator CHRISTINE CARSON
 CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301
 15B. Contractor/Officer 15C. Date Signed 16B. United States Of America 16C. Date Signed
 [Signature] 1.15.2013 By Christine Carson
 (Signature of person authorized to sign) (Signature of Contracting Officer)
Digitally signed by CARSON CHRISTINE, IA 1231238880
 DN: cn=US, ou=U.S. Government, ou=DOD, ou=FA, ou=USA,
 cn=CARSON CHRISTINE, IA 1231238880
 Date: 2013.01.15 14:32:54 -0600

NSN 7540-01-152-8070 30-105-02 STANDARD FORM 30 (REV. 10-83)
 PREVIOUS EDITIONS UNUSABLE Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 3

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00009

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SUE A BURTON
Buyer Office Symbol/Telephone Number: CCRC-AR/(309)782-6759
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: B
Kind of Modification: Supplemental Agreement

*** End of Narrative A0000 ***

The purpose of this modification, P00009, to contract W52P1J-11-C-0027 is to:

1. Revise completion dates for demilitarization of CLIN 0009AA and CLIN 0009AB, 106mm Cartridges, to reflect updated date of completion for BASE AWARD of these CLINs due to additional packaging requirements for palletized shipment to Nammo, Sweden, as defined in modification P00004 of the above-named contract.
2. These date changes are necessary to better reflect the requirements for completion of demilitarization of all ammunition and components within twelve (12) months of initial delivery.
3. These schedule changes are made at no cost to either party.
4. All other terms and conditions of contract W52P1J-11-C-0027 remain unchanged.

*** END OF NARRATIVE A0017 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-11-C-0027 MOD/AMD P00009

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0009AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>106MM CARTRIDGES</u></p> <p>GENERIC NAME DESCRIPTION: commercial demil con PRON: HI1D2001M2 PRON AMD: 03 ACRN: AA AMS CD: 42104099040 PSC: 1315</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>19-DEC-2013</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	19-DEC-2013	1	LO		\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	19-DEC-2013												
0009AB	<p><u>106MM CARTRIDGES</u></p> <p>GENERIC NAME DESCRIPTION: COM' DEMIL REPACK SH PRON: HI2D2201M2 PRON AMD: 03 ACRN: AB AMS CD: 42104099044 PSC: 1315</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>19-DEC-2013</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	19-DEC-2013	1	LO		\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	19-DEC-2013												

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 9

2. Amendment/Modification No. P00010	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By ARMY CONTRACTING COMMAND - RI SUE A BURTON ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: SUE.A.BURTON@US.ARMY.MIL		Code W52P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701
			Code S1109A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-11-C-0027
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011MAR17
Code OF875	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)

ACRN: AD NET INCREASE: [REDACTED]

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

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) FAR 52.217-4080 Evaluated Option	

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Thank Seybold, Contracts Administrator		16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309) 782-4301	
15B. Contractor/Officer 	15C. Date Signed 2-13-2013	16B. United States Of America By _____	16C. Date Signed
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm-Fixed-Price Page 1 Of 9

2. Amendment/Modification No. P00010	3. Effective Date 2013FEB13	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By ARMY CONTRACTING COMMAND - RI SUE A BURTON ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: SUE.A.BURTON@US.ARMY.MIL	Code WS2P1J	7. Administered By (If other than Item 6) DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701	Code S1109A
--	----------------	--	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. WS2P1J-11-C-0027
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011MAR17

Code 0F875	Facility Code
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
ACRN: AD NET INCREASE: ██████████

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

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) FAR 52.217-4080 Evaluated Option	

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) CHRISTINE CARSON CHRISTINE.CARSON@US.ARMY.MIL (309)782-4301	
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013FEB13

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 9

PIIN/SIIN W52P1J-11-C-0027

MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SUE A BURTON
Buyer Office Symbol/Telephone Number: CCRC-AR/(309)782-6759
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: B
Kind of Modification: Exercise Option

*** End of Narrative A0000 ***

THE PURPOSE OF THIS MODIFICATION, P00010, TO CONTRACT W52P1J-11-C-0027, IS TO:

1. EXERCISE THE PARTIAL OPTION QUANTITIES IAW 52.217-4080 OF THIS CONTRACT AS FOLLOWS:

OPTION PERIOD 3: (HEREBY REVISED FROM 01 FEB 2014 THROUGH 31 JAN 2015 TO 04 FEB 2013 THROUGH 31 JAN 2015)

Table with 4 columns: CLIN, ITEM, QUANTITY, UNIT PRICE. Rows include 0002AD EXPLOSIVE CARTRIDGES (HE), 0006AD CLUSTER BOMB UNITS, 0007AF IMPROVED CALIBER MUNITIONS, 0008AD MEDIUM CALIBER, and 0010AD FUZES.

OPTION PERIOD 4: (HEREBY REVISED FROM 01 FEB 2015 THROUGH 31 JAN 2016 TO 04 FEB 2013 THROUGH 31 JAN 2016)

Table with 4 columns: CLIN, ITEM, QUANTITY, UNIT PRICE. Rows include 0003AE EXPLOSIVE D 5 INCH, 0004AE EXPLOSIVE D 6 INCH AND 8 INCH, and 0005AE DYE FILLED EXPLOSIVE D.

TOTAL AMOUNT OF THIS ACTION IS \$ [REDACTED]

2. THE ASSET LISTS FOR THE PARTIAL EXERCISE OF QUANTITIES UNDER OPTION 3 AND OPTION 4 ARE INCORPORATED AS ATTACHMENT 0022 AND ATTACHMEN 0023 TO THIS DOCUMENT RESPECTIVELY.

3. AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT DOLLAR VALUE IS INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]

4. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A0018 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52P1J-11-C-0027 MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0002	PRODUCTION													
0002AD	<p><u>DEMIL - EXPLOSIVE CARTRIDGES (HE)</u></p> <p>1</p> <p>GENERIC NAME DESCRIPTION: PRODUCTION PRON: HI3D3201M2 PRON AMD: 02 ACRN: AD PSC: 1310</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>25-SEP-2015</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the Demilitarization of 100,000 Explosive Cartridges (HE) at a unit price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	25-SEP-2015	1	LO		\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	25-SEP-2015												
0003	PRODUCTION													
0003AE	<p><u>DEMIL - EXPLOSIVE D 5 INCH</u></p> <p>1</p> <p>GENERIC NAME DESCRIPTION: PRODUCTION PRON: HI3D3201M2 PRON AMD: 02 ACRN: AD PSC: 1310</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>25-SEP-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	25-SEP-2015	1	LO		\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	25-SEP-2015												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHN W52P1J-11-C-0027 MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0007AF	<p><u>DEMIL - IMPROVED CALIBER MUNITIONS (ICM)</u></p> <p>GENERIC NAME DESCRIPTION: PRODUCTION PRON: HI3D3201M2 PRON AMD: 02 ACRN: AD PSC: 1310</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>25-SEP-2015</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the Demilitarization of 75,000 Improved Caliber Munitions at a Unit Price of [REDACTED]</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	25-SEP-2015	1	LO		\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	25-SEP-2015												
0008	PRODUCTION													
0008AD	<p><u>DEMIL - MEDIUM CALIBER</u></p> <p>GENERIC NAME DESCRIPTION: PRODUCTION PRON: HI3D3201M2 PRON AMD: 02 ACRN: AD PSC: 1310</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>25-SEP-2015</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the Demilitarization of 1,420,000 Medium Caliber at a Unit Price of [REDACTED] each.</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	25-SEP-2015	1	LO		\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	25-SEP-2015												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIN W52P1J-11-C-0027 MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0010	(End of narrative F001) PRODUCTION													
0010AD	<p><u>DEMIL - FUZES</u></p> <p>GENERIC NAME DESCRIPTION: PRODUCTION PRON: HI3D3201M2 PRON AMD: 02 ACRN: AD PSC: 1310</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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>25-SEP-2015</td> </tr> </table> <p>\$ [REDACTED]</p> <p>Funds in the amount of [REDACTED] are provided for the Demilitarization of 355,000 Fuzes at a Unit Price of [REDACTED] each.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	25-SEP-2015	1	LO		\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	25-SEP-2015												

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 8 of 9

PHN/SIIN W52P1J-11-C-0027

MOD/AMD P00010

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0002AD	HI3D3201M2	2	A.0010980.1.11	AD \$	0.00 \$	[REDACTED]	[REDACTED]
0003AE	HI3D3201M2	2	A.0010980.1.11	AD \$	0.00 \$	[REDACTED]	[REDACTED]
0004AE	HI3D3201M2	2	A.0010980.1.11	AD \$	0.00 \$	[REDACTED]	[REDACTED]
0005AE	HI3D3201M2	2	A.0010980.1.11	AD \$	0.00 \$	[REDACTED]	[REDACTED]
0006AD	HI3D3201M2	2	A.0010980.1.11	AD \$	0.00 \$	[REDACTED]	[REDACTED]
0007AF	HI3D3201M2	2	A.0010980.1.11	AD \$	0.00 \$	[REDACTED]	[REDACTED]
0008AD	HI3D3201M2	2	A.0010980.1.11	AD \$	0.00 \$	[REDACTED]	[REDACTED]
0010AD	HI3D3201M2	2	A.0010980.1.11	AD \$	0.00 \$	[REDACTED]	[REDACTED]
					NET CHANGE	\$ [REDACTED]	

ACRN	ACCOUNTING CLASSIFICATION				INCREASE/ DECREASE
AD	021 201320152034	ASXBG EP1800AASDE	252H L033049317	A.0010980.1.11	021001 \$ [REDACTED]
					NET CHANGE \$ [REDACTED]

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ [REDACTED]	\$ [REDACTED]	\$ 119,742,445.90

LINE	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION		
0002AD	AD	021 201320152034	A5XBG EP1800AASDE	252H L033049317	A.0010980.1.11 021001
0003AE	AD	021 201320152034	A5XBG EP1800AASDE	252H L033049317	A.0010980.1.11 021001
0004AE	AD	021 201320152034	A5XBG EP1800AASDE	252H L033049317	A.0010980.1.11 021001
0005AE	AD	021 201320152034	A5XBG EP1800AASDE	252H L033049317	A.0010980.1.11 021001
0006AD	AD	021 201320152034	A5XBG EP1800AASDE	252H L033049317	A.0010980.1.11 021001
0007AF	AD	021 201320152034	A5XBG EP1800AASDE	252H L033049317	A.0010980.1.11 021001
0008AD	AD	021 201320152034	A5XBG EP1800AASDE	252H L033049317	A.0010980.1.11 021001
0010AD	AD	021 201320152034	A5XBG EP1800AASDE	252H L033049317	A.0010980.1.11 021001

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00010	Page 9 of 9
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.		

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>
Attachment 0022	ASSET LIST OPTION 3	30-JAN-2013	009	
Attachment 0023	ASSET LIST OPTION 4	30-JAN-2013	003	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm Fixed Price Page 1 Of 5

2. Amendment/Modification No. P00011	3. Effective Date 2013APR05	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By Code W52P1J ARMY CONTRACTING COMMAND - RI BRIDGET L. KRAMER ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: BRIDGET.L.KRAMER@US.ARMY.MIL		7. Administered By (If other than Item 6) Code S1109A DCMA ST. PETERSBURG 830 CENTRAL AVENUE SUITE 500 ST. PETERSBURG FL 33701	

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC. 11399 16TH CT N STE 200 SAINT PETERSBURG, FL 33716-2328	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-11-C-0027
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011MAR17
Code 0F875 Facility Code		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	52.243-1-Changes-Fixed Price
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) Thanh Seybold, Contracts Administrator	16A. Name And Title Of Contracting Officer (Type or print) CARRIE LANSING CARRIE.B.LANSING@US.ARMY.MIL (309) 782-7636
15B. Contractor/Officer  (Signature of person authorized to sign)	16B. United States Of America LANSING.CARRIE.B.12754 By 34783 (Signature of Contracting Officer)
15C. Date Signed 04/03/2013	16C. Date Signed 2013APR05

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00011	Page 2 of 5
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BRIDGET L. KRAMER
Buyer Office Symbol/Telephone Number: CCRC-AR/(309)782-0896
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

*** End of Narrative A0000 ***

The purpose of this modification, P00011, to contract W52P1J-11-C-0027 is to:

1. Revise completion dates for demilitarization of the following CLIN items. In accordance with GD-OTS request dated 26 March 2013, Attachment 0024-TTS-13-067 POP Extension Request.

<u>CLIN</u>	<u>ITEM</u>	<u>REVISED PERFORMANCE COMPLETION DATE</u>
0006AC	CLUSTER BOMB UNITS (CBUs)	30-Nov-2013
0007AE	IMPROVED CONVENTIONAL MUNITIONS (ICMs)	30-Jun-2014
0008AC	MEDIUM CALIBER	30-Apr-2013

2. These date changes are necessary to better reflect the requirements for completion of demilitarization of all ammunition and components within twelve (12) months of initial delivery.

3. These schedule changes are made at no cost to either party.

4. All other terms and conditions of contract W52P1J-11-C-0027 remain unchanged.

*** END OF NARRATIVE A0019 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00011

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS												
0006	CLUSTER BOMB UNIT												
0006AC	<p>PRODUCTION</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price GENERIC NAME DESCRIPTION: CLUSTER BOMB UNIT PRON: HI2D2204M2 PRON AMD: 01 ACRN: AB AMS CD: 42104099044 PSC: 1325</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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-2013</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-NOV-2013	1	LO	\$ [REDACTED]
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	1	30-NOV-2013											
0007	ICM'S												
0007AE	<p>PRODUCTION</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price GENERIC NAME DESCRIPTION: ICM'S PRON: HI2D2204M2 PRON AMD: 01 ACRN: AB AMS CD: 42104099044 PSC: 1320</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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-JUN-2014</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-JUN-2014	1	LO	\$ [REDACTED]
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	1	30-JUN-2014											

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SHIN W52P1J-11-C-0027 MOD/AMD P00011

Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0008	MEDIUM CALIBER													
0008AC	<p><u>PRODUCTION</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price GENERIC NAME DESCRIPTION: MEDIUM CALIBER PRON: HI2D2204M2 PRON AMD: 01 ACRN: AB AMS CD: 42104099044 PSC: 1350</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</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-APR-2013</td> </tr> </table> <p>\$ [REDACTED]</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-APR-2013	1	LO		\$ [REDACTED]
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-APR-2013												

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00011	Page 5 of 5
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0024	TTS-13-067 POP EXTENSION REQUEST	26-MAR-2013	001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Firm Fixed Price Page 1 Of 3

2. Amendment/Modification No. P00012 3. Effective Date 2013MAY03 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S1109A
 ARMY CONTRACTING COMMAND - RI
 BRIDGET L. KRAMER
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 390
 DCMA ST. PETERSBURG
 830 CENTRAL AVENUE
 SUITE 500
 ST. PETERSBURG FL 33701
 EMAIL: BRIDGET.L.KRAMER@US.ARMY.MIL

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.
 11399 16TH CT N STE 200
 SAINT PETERSBURG, FL 33716-2328
 9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-11-C-0027
 10B. Dated (See Item 13)
 2011MAR17
 Code 0F875 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
 NO CHANGE TO OBLIGATION DATA

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

A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
 The Contract/Order No. In Item 10A.
 B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
 C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 52.243-1
 D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)
 Thanh Seybold, Contracts Administrator CARRIE LANSING
 CARRIE.B.LANSING@US.ARMY.MIL (309) 782-7636
 15B. Contractor/Officer (Signature of person authorized to sign) 15C. Date Signed 16B. United States Of America 16C. Date Signed
 By _____ 2013MAY03
 (Signature of Contracting Officer)

NSN 7540-01-152-8070 30-105-02 STANDARD FORM 30 (REV. 10-83) PREVIOUS EDITIONS UNUSABLE Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-C-0027 MOD/AMD P00012	Page 2 of 3
Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BRIDGET L. KRAMER
Buyer Office Symbol/Telephone Number: CCRC-AR/(309)782-0896
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

*** End of Narrative A0000 ***

The purpose of this modification is to incorporate a revised asset list (attachment 0025) which eliminates 365 rounds for NSN 1315-01-082-9856 and adds a quantity of a 365 rounds to NSN 1315-01-136-9631.

This is done at no cost to either party.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0020 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PHN/SIIN W52P1J-11-C-0027 MOD/AMD P00012	Page 3 of 3
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Name of Offeror or Contractor: GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS, INC.

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>
Attachment 0025	REVISED OPTION 1 DU ASSET LIST	29-APR-2013	001	

GENERAL DYNAMICS

Ordnance and Tactical Systems

11399 16TH COURT N. - SUITE 200
ST. PETERSBURG, FLORIDA 33716
TELEPHONE: (727) 578-8100

Purchase Order

ORDER#: 11799 C/O: 000
DATE: 19-Sep-11
PAGE: 1 of 4

Order From: Supplier: 08774

EXPLO SYSTEMS, INC.
1600 JAVA ROAD
CAMP MINDEN
MINDEN LA 71055

Contact: KEN LAMPKIN
Phone: 318-382-8700
FAX: 318-382-8434

Ship To:

EXPLO SYSTEMS, INC.
1600 JAVA ROAD
CAMP MINDEN
MINDEN LA 71055

Ship
To POC:
Phone:

Ship Via: NOT APPLICABLE
F.O.B.: N/A

Freight Terms: N/A

Terms: NET 30 DAYS
Tax Exempt: YES

INVOICES TO: GENERAL DYNAMICS-ORDNANCE AND TACTICAL SYSTEMS, ATTN: ACCTS PAYABLE
11399 16TH COURT N. SUITE 200, ST. PETERSBURG, FL 33716

This PO Number must appear on all invoices, packing slips, packages, and correspondence.

THIS IS A RATED ORDER CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR 700). APPLICABLE TO THE FOLLOWING PRIME CONTRACT(S): W52P1J-05-C-0075 DPAS RATING: DOA6

THIS NO COST CHANGE ORDER #0008 IS ISSUED TO:

A: INCORPORATE GOVERNMENT SOURCE INSPECTION (GSI) AS A CONTRACT REQUIREMENT

CLIN	PART NUMBER	MSDS NO	DEL DATE	ORDER QTY	UM	UNIT COST	EXTENDED	TOTAL
------	-------------	---------	----------	-----------	----	-----------	----------	-------

001	P/N N/A			TOTAL		7,235.00		
-----	---------	--	--	-------	--	----------	--	--

F114 BOMB, GP 750 LB M117A2
(IMN)

002 QUALIFICATION ROUNDS
OPTION 2

30-Sep-08

576.00 EA

Chrg: P01810PT2124000 Contract: W52P1J-05-C-0075

GSI Required:
Deliver to:

ORIGINAL

GD-OTS-EPA457

GENERAL DYNAMICS

Ordnance and Tactical Systems

PO NO: 11799 C/O: 00

PAGE: 2 of 4

CLIN PART NUMBER	MSDS NO	DEL DATE	ORDER QTY	UM	UNIT COST	EXTENDED	TOTAL
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001 P/N N/A (continued from previous page)

THIS QUANTITY REPRESENTS ASSETS NEEDED FOR GD-OTS APPROVED LOW-RATE PRODUCTION.

(IMN)

003 DEMILITARIZATION 28-Feb-09 6,659.00 EA [REDACTED] [REDACTED]
OPTION 2 Chrg: P01810PT2124000 Contract: W52P1J-05-C-0075

GSI Required:
Deliver to:

SUCCESSFUL USG PROCESS WALK-THROUGH AND DEMIL PLAN APPROVAL IS REQUIRED BEFORE EXPLO SYSTEMS CAN PROCESS THESE ASSETS.

** NOTE: WRITTEN AUTHORIZATION TO PROCEED WILL BE PROVIDED BY GD-OTS SUPPLY CHAIN BUYER.

002 P/N N/A TOTAL 9,580.00 [REDACTED]
F114 BOMB, GP 750 LB M117A2

(IMN)

004 DEMILITARIZATION 11-Sep-09 9,580.00 EA [REDACTED] [REDACTED]
OPTION 3 Chrg: P01970PT3000000 Contract: W52P1J-05-C-0075

GSI Required:
Deliver to:

003 P/N N/A TOTAL 11,981.00 [REDACTED]
F114 BOMB, GP 750 LB M117A2

(IMN)

005 DEMILITARIZATION 15-May-10 11,981.00 EA [REDACTED] [REDACTED]
OPTION 4 Chrg: P02130PT4000000 Contract: W52P1J-05-C-0075

GSI Required:
Deliver to:

004 P/N N/A TOTAL 85.00 [REDACTED]
OPTION 4B BOMBS

(IMN)

006 F114 15-Aug-10 85.00 EA [REDACTED] [REDACTED]
Chrg: P02130PT4000000 Contract: W52P1J-05-C-0075

GSI Required:
Deliver to:

ORIGINAL

GD-OTS-EPA458

GENERAL DYNAMICS

Ordnance and Tactical Systems

PO NO: 11799 C/O: 000

PAGE: 3 of 4

CLIN PART NUMBER	MSDS NO	DEL DATE	ORDER QTY	UM	UNIT COST	EXTENDED	TOTAL
------------------	---------	----------	-----------	----	-----------	----------	-------

005	P/N N/A		TOTAL	2.00			[REDACTED]
	OPTION 4A BOMBS						
	(IMN)						
	007 F114	30-Apr-10	2.00	EA	[REDACTED]	[REDACTED]	[REDACTED]

Chrg: P02130PT4000000 Contract: W52P1J-05-C-0075

GSI Required:

Deliver to:

006	P/N N/A		TOTAL	3,028.00			[REDACTED]
	OPTION #1 HIGH RANGE BOMBS						
	(IMN)						
	008 F127, 2000 LB BOMB, MK84	30-Apr-11	2,934.00	EA	[REDACTED]	[REDACTED]	[REDACTED]

Chrg: P02130PT4000000 Contract: W52P1J-05-C-0075

GSI Required:

Deliver to:

009	F272, 2000 LB BOMB, MK84	30-Apr-11	94.00	EA	[REDACTED]	[REDACTED]	[REDACTED]
-----	--------------------------	-----------	-------	----	------------	------------	------------

Chrg: P02130PT4000000 Contract: W52P1J-05-C-0075

GSI Required:

Deliver to:

007	P/N N/A		TOTAL	1,260.00			[REDACTED]
	F114 BOMB, GP 750 LB M117A2						
	(IMN)						
	010 OPTION 1	31-Aug-12	1,260.00	EA	[REDACTED]	[REDACTED]	[REDACTED]

NSN: 1325-00-028-5264 Chrg: P02130PT4000000 Contract: W52P1J-05-C-0075

GSI Required: Y

Deliver to:

PURCHASE ORDER TOTAL: [REDACTED]

PREVIOUS PURCHASE ORDER TOTAL [REDACTED]
THIS CHANGE [REDACTED]
REVISED PURCHASE ORDER TOTAL [REDACTED]

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND TECHNICAL REQUIREMENTS REMAIN UNCHANGED.

THIS IS NOT A VALID OR BINDING CHANGE ORDER UNTIL A COPY IS SIGNED AND RECEIVED BY THE BUYER SHOWN BELOW WITHIN 10 DAYS OF RECEIPT.

ORIGINAL

GD-OTS-EPA459

GENERAL DYNAMICS

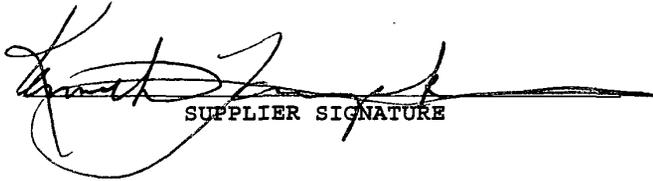
Ordnance and Tactical Systems

PO NO: 11799 C/O: 000
PAGE: 4 of 4

BUYER: AMY GIMBLET
PHONE: 727-578-8283
FAX: 727-578-8750
EMAIL: AMY.GIMBLET@GD-OTS.COM



AUTHORIZED SIGNATURE



SUPPLIER SIGNATURE

ORIGINAL

GD-OTS-EPA460

P.O. 11799

Attachment "A"

**GENERAL DYNAMICS
ORDNANCE AND TACTICAL SYSTEMS
STANDARD TERMS AND CONDITIONS
FIXED-PRICE SUPPLIES AND SERVICES
NON-COMMERCIAL ITEMS
(April 2, 2004)**

1. DEFINITIONS. Unless otherwise specified, as used herein:

"Government" means the United States Government.

"Buyer" means General Dynamics Ordnance and Tactical Systems

"Buyer's Contract" means the contract or subcontract, at any tier, entered into by Buyer and Buyer's customer and under which Buyer has issued this Purchase Order.

"Buyer's Representative" means the authorized representative of Buyer. Only individuals within Buyer's Procurement Group can be authorized representatives.

"DFARS" means the DOD FAR Supplement.

"FAR" means the Federal Acquisition Regulation.

"Goods" means the items to be delivered under this Purchase Order.

"Services" means the services to be provided under this Purchase Order.

2. ACCEPTANCE OF PURCHASE ORDER. Acceptance of this Purchase Order by Seller is expressly limited to the terms and conditions contained in this Purchase Order. Any term or condition stated by the Seller in any prior proposal, on Seller's acknowledgment form, or in otherwise acknowledging or accepting this Purchase Order is deemed by Buyer to be a material alteration of this Purchase Order and is hereby rejected unless Buyer specifically agrees otherwise in writing. Acceptance of the Goods or Services covered by this Purchase Order will not constitute acceptance by Buyer of Seller's terms and conditions. Any of the following acts by Seller will constitute acceptance of this Purchase Order and all of its terms and conditions: signing and returning a copy of this Purchase Order, delivering any of the Goods or Services ordered, commencing performance or informing the Buyer in any manner of commencement of performance, or returning Seller's own form of acknowledgment.

3. COMPLIANCE WITH EXPORT LAWS. The information provided by Buyer may be subject to U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR). Seller may not export or re-export any information, technical data, or supplies except in strict compliance with all U.S. export control laws and regulations, including ITAR. Technical data that are controlled by the ITAR shall not be released to foreign nationals, including employees, companies or other entities, whether within or outside of the United States, unless the Seller shall first obtain the written consent of Buyer, and shall obtain the appropriate license or other advance approval from the U.S. Government. Seller's obligation to adhere to the ITAR shall survive the expiration or termination of this Purchase Order. Seller hereby agrees to defend and indemnify Buyer from and against any liability that Buyer may incur as a result of Seller's violation of any U.S. export or re-export control law or regulation.

4. PRICE, DELIVERY AND INVOICING. Seller shall furnish the Goods or the Services in accordance with the prices and delivery schedule stated on the face of this Purchase Order. Prices include all applicable taxes. Sales taxes, if any, are to be identified as to amount and taxing authority but must be included in the price.

Seller warrants that the prices charged for the Goods and Services ordered hereunder will be as low as the lowest prices charged by the Seller to any customers purchasing similar Goods or Services in the same or similar quantities and under like circumstances.

Buyer may return, or store at Seller's expense, any Goods delivered more than ten (10) days in advance of the delivery date specified for such Goods unless early delivery is authorized in writing by the Buyer.

Time is of the essence in the performance of this Purchase Order. In addition to any other rights and remedies it may have under this Purchase Order or by law, Buyer may charge Seller for Buyer's premium transportation costs if necessary to meet Buyer's contract delivery schedules because of any unexcused failure by Seller to meet the delivery schedules of this Purchase Order.

Seller shall invoice in triplicate, with supporting documentation, with each shipment, and shall mail an additional copy (with its support) to the Buyer's Representative. Payment of invoices shall not constitute acceptance of Goods or Services and shall be subject to appropriate adjustment should Seller fail to meet any requirements of this Purchase Order. Buyer may set off any amount owed by Seller or Seller's affiliates to Buyer against any amount owed Seller by Buyer under this Purchase Order or any other contract between Buyer and Seller.

5. PACKING AND SHIPPING. No charge shall be made by Seller for packaging or storage unless specified by Buyer on the face of this Purchase Order. Unless otherwise specified, all Goods shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On containers, Seller shall mark handling and loading instructions, shipping information, Purchase Order number, item and account number, shipment date, and names and addresses of Seller and Buyer, in addition to any other information required by this Purchase Order. An itemized packing list shall accompany each shipment.

6. F.O.B., TITLE AND RISK OF LOSS. The F.O.B. point for the Goods delivered hereunder is designated on the face of this Purchase Order. If terms are F.O.B. Seller's location, Seller shall bear all risk of loss or damage to the Goods and title shall not shift to Buyer until delivery of the Goods to the carrier. If terms are F.O.B. Buyer's location, Seller shall bear all risk of loss or damage to the Goods and title shall not shift to Buyer until delivery of the Goods to Buyer's location. Nothing herein shall be construed to diminish Buyer's rights in the event of Seller's breach.

7. INSPECTION.

a. Seller is responsible for performing or having performed all inspections and tests necessary to substantiate that the Goods conform to Purchase Order requirements. Seller shall tender for acceptance only Goods that have been found by the Seller to be in conformance with the Purchase Order requirements.

b. All Goods may also be inspected and tested by Buyer, its customers, higher tier contractors, and (in the case of Goods

purchased for a Government contract or subcontract) the Government, at all reasonable times and places. If such inspection or testing is made on Seller's premises, Seller shall provide without additional charge all reasonable facilities and assistance for such inspections and test. In its internal inspection and testing of the Goods, Seller shall, if required by Buyer, use an inspection system accepted by Buyer in writing. All inspection records relating to the Goods shall be available to Buyer during the performance of this Purchase Order, and for such longer periods as may be specified by Buyer in its acceptance of the inspection system, if any.

c. Final inspection and acceptance by Buyer shall be at destination unless otherwise specified in this Purchase Order. Such inspection shall be in accordance with the stated requirements of this Purchase Order. If rejection of a shipment would result from Buyer's normal inspection level under such procedures, Buyer may, at its option, conduct an above-normal level of inspection, up to 100% inspection, and charge the Seller the reasonable costs thereof. Acceptance of a lot through sampling criteria specified herein shall not preclude Buyer's right to reject, or to exercise any other right or remedy it may have under this Purchase Order or by law with respect to, individual items that fail to comply with any requirement of this Purchase Order.

d. No inspection (including source inspection), tests, approval (including design approval) or acceptance of the Goods shall relieve Seller from responsibility for any defects in the Goods or other failures to meet the requirements of this Purchase Order; for latent defects, fraud, or such gross mistakes as amount to fraud; or for Seller's warranty obligations. If the Goods are defective or otherwise not in conformity with the requirements of this Purchase Order, Buyer may, by written notice to Seller: (i) rescind this Purchase Order as to such Goods; (ii) reject such Goods and require the delivery of replacements; or (iii) accept such Goods at a reduced price. Deliveries of replacements shall be accompanied by a written notice specifying that such Goods are replacements. If Seller fails to deliver required replacements promptly, Buyer may: (i) replace or correct such Goods and charge the Seller the cost occasioned Buyer thereby; or (ii) terminate this Purchase Order for cause, in whole or in part, as provided in Paragraph 19b hereof. Rights granted to Buyer under this Clause are in addition to any rights or remedies provided elsewhere in this Purchase Order or by law.

8. WARRANTIES.

a. Incorporation of warranties - If any warranty clause is incorporated below under Clause 32, SPECIAL U.S. GOVERNMENT PROVISIONS, or in the Special Provisions, such warranty provisions are in addition to the provisions in this clause to the extent to which they are consistent. To the extent its provisions are inconsistent with this clause, the provisions of any warranty incorporated under Clause 32 or in the Special Provisions shall prevail.

b. Warranties - In addition to all other express or implied warranties, Seller warrants that the Goods will be: (i) free from defects in workmanship and materials; (ii) free from defects in design except to the extent that such Goods comply with the Detailed designs provided by Buyer; and (iii) in conformity with all the other requirements of this Purchase Order. Seller warrants that it will perform the Services under this Purchase Order with the degree of skill and judgment which is normally exercised by recognized firms with respect to services of a similar nature, and that Services will be provided in a good, competent and workmanlike manner. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance, and payment.

In addition to the warranties above, if Seller supplies, or incorporates into Goods supplied under this Purchase Order,

goods that are manufactured by a third-party, Buyer shall have the benefit of warranties extended to Seller by the third-party to the extent they exceed Seller's warranties in scope or duration.

c. Further provisions - All warranties shall run to Buyer and to Buyer's customer.

In addition to any other remedies Buyer may have under this Purchase Order or at law, if Goods are found not to be as warranted within a period of one (1) year after final acceptance by Buyer, Buyer may return such Goods to Seller at Seller's expense for correction, replacement or credit, as Buyer may direct.

With respect to Goods found not to be as warranted, Seller shall bear the costs, if any, of inspection, disassembly, reassembly, retesting and any other similar costs incurred in connection with, or as a consequence of, correction, repair or replacement of Seller's Goods, including any such costs associated with assemblies into which Goods have been incorporated. Any Goods corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement Goods, be subject to the provisions of this Clause for the same period and to the same extent as Goods initially furnished pursuant to this Purchase Order.

In addition to any other remedies Buyer may have under this Purchase Order or at law, if the Services are found not to be performed as warranted within a period of one (1) year after the conclusion of the performance of the Services by Seller, Seller shall, at Buyer's option, either refund to Buyer the amount paid for the Services, or perform the Services again in a proper manner to the extent necessary to provide Buyer with the result originally contemplated by Buyer.

9. PROPRIETARY INFORMATION. All written information obtained by Seller from Buyer in accordance with this Purchase Order and which is identified as proprietary by Buyer shall be received in confidence and shall remain the property of Buyer, and shall be used and disclosed by Seller only to the extent necessary for the performance of this Purchase Order except that upon prior written notice to Buyer, Seller may use such information in the manufacture of end items for direct sale to the Government to the extent that the Government has the right to authorize such use by Seller, and, provided that Seller, to the extent practicable, prominently identifies such end items as being manufactured by Seller for direct sale to the Government.

Seller shall not provide any proprietary information to Buyer, nor shall Buyer be required to take any steps to protect any information provided by Seller, unless Buyer and Seller have separately executed a written agreement regarding the protection and disclosure of such Seller information.

10. SUBCONTRACTS. Seller shall not subcontract for all or substantially all of this Purchase Order without Buyer's prior written approval.

11. COMPLIANCE WITH LAWS.

(a) General. Seller agrees to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities, whether or not such provisions are referenced elsewhere in this Purchase Order. Such compliance is agreed to be a material element of the performance of this contract.

(b) Specific Areas. Without diminishing Seller's obligations under subparagraph (a), Seller agrees to the treatment of the specific areas of compliance as set forth in the following paragraphs:

(1) Cost or Pricing Data. Seller agrees that:

(i) if cost or pricing data, as defined in the Truth in Negotiations Act and implementing regulations, are required or requested; and

(ii) Seller or its lower-tier subcontractors:

(A) fail to provide current, accurate and complete cost or pricing data;

(B) claim an exception to a requirement or request to provide cost or pricing data and such exception is at any time determined to be inapplicable;

(C) furnish data of any description that were not accurate;

(D) as a prospective contractor, with notice of applicable cutoff dates and at Buyer's request, submit cost or pricing data that are not accurate, current and complete as of the cutoff date on Buyer's Certificate of Current Cost or Pricing Data; or

(E) the Government alleges any of foregoing;

such conduct by Seller or its lower-tier subcontractors shall be treated as a failure to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities and shall be subject to the remedies below.

(2) Approved Chemical Substances. Seller agrees that only chemical substances included in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act shall be sold hereunder and that failure to comply with this provision shall be treated as a failure to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities and shall be subject to the remedies below.

(3) Material Safety Data Sheet. Seller agrees to provide a completed Material Safety Data Sheet (OSHA Form 20 or equivalent) for any chemical substances sold hereunder as required by any federal, state or local law, ordinance, rule or regulation and that failure to comply with this provision shall be treated as a failure to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities and shall be subject to the remedies below.

(c) Remedies. In addition to any other remedies provided under this Purchase Order or by law, if:

(1) Seller or its officers, employees, agents, suppliers, or subcontractors at any tier fails to comply with any applicable laws, orders, rules, regulations, and ordinances of government entities and, as a result

(2) Buyer's contract price or fee is reduced, Buyer's costs are determined to be unallowable, Buyer incurs any fines, penalties or interest costs, or Buyer incurs any other costs, losses, or damages:

then Buyer may reduce the price, or the recoverable costs and fee, of this Purchase Order or of any other contract with Seller, by a corresponding amount or amounts, or may demand payment

of such amounts, or both, and Seller shall promptly pay any such amount demanded.

12. LIEN WAIVERS. Seller shall furnish, upon Buyer's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this Purchase Order.

13. INDEMNIFICATION AND INSURANCE.

a. Unless Buyer approves in writing a self-insurance program of Seller, the Seller shall maintain at Seller's cost, with insurers of nationally recognized stature, insurance (i) fully covering all furnished property, and (ii) covering, in amounts customary for prudent and conservative businesses, all other liabilities, whether to Buyer or others, that might be incurred in any way related to this Purchase Order. If requested by Buyer, Seller shall cause Buyer and Buyer's customer to be added to Seller's insurance as additional insured. Seller's insurance shall be primary to any insurance coverage procured by Buyer. On Buyer's request, Seller shall furnish Buyer with evidence of Seller's compliance with any aspect of this Clause.

b. Notwithstanding the existence or lack of insurance and as an unrelated matter, Seller shall defend, indemnify, and hold harmless Buyer and Buyer's customer from any losses, claims, demands, or suits (including those from Seller's employees) for bodily injury (including death) or property damage howsoever arising out of Seller's performance of this Purchase Order and irrespective of Buyer's negligence in any degree.

c. All work to be performed on this Purchase Order by Seller is at Seller's risk as to the methods, processes, procedures, and safe conduct of the work. If Seller is to perform work on the premises or within facilities owned or controlled by Buyer, Buyer's customer, or any other entity, Seller shall be solely responsible for the safe conduct of such work and the protection of the premises or facilities, and of any persons on the premises or facilities. Seller shall defend, indemnify, and hold harmless Buyer, its employees, agents, or subcontractors, and invitees for and against all losses, claims, damages or suits, including those suffered or brought by Seller's employees, for bodily injury (including death) or property damage and which arise from performance of the work by Seller, its employees, agents, invitees, or subcontractors, irrespective of Buyer's negligence in any degree.

d. In no event shall Buyer be liable, for any reason or arising from any cause whatsoever, for special, incidental, or consequential damages.

e. Seller, to the extent not covered by the foregoing paragraphs of this Clause, shall defend, indemnify, and save Buyer harmless, against and from any demands, decisions, judgments, orders, awards, costs and expenses, including attorney fees, arising from or incurred in resisting any claim, demand, or asserted right of Buyer's customer based on any act or omission by Seller under or in any way related to this Purchase Order or to any step leading to award of this Purchase Order.

f. To the extent Seller is required by this Purchase Order to insure against loss or damage to property of Buyer or a customer of Buyer, (i) insurance policies of Seller shall disclose the interest of Buyer and Buyer's customer; (ii) those policies shall contain an endorsement that no cancellation or material change in the coverage adversely affecting the interest of Buyer or Buyer's customer shall be effective unless Seller or the insurer gives written advance notice of cancellation or change, and unless Seller has complied with such other direction as may be given by Buyer or Buyer's customer as applicable.

14. ASSIGNMENT. Seller shall not assign this Purchase

Order or any rights under this Purchase Order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such written consent.

15. NOTICE OF LABOR DISPUTES. Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this Purchase Order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.

16. RETENTIONS. In addition to any other rights Buyer has, Buyer may, at its sole option, withhold payment of up to ten percent (10%) of the total value of this Purchase Order or individual invoices until Seller provides all required objective quality evidence, submits required data items, and satisfactorily fulfills all other reporting and documentation requirements.

17. PUBLICITY. Seller shall not make or authorize any news release, advertisement, or other disclosure (except as required by law) that denies or confirms the existence of this Purchase Order without prior written consent of Buyer.

18. CHANGES. This Purchase Order and the terms and conditions herein may not be changed in any respect without written approval or direction of Buyer's representative. Buyer may, at any time, by written change order and without notice to the sureties, if any, suspend performance of this Purchase Order, in whole or in part; make changes in the drawings, designs, specifications, method of shipment of packing, or time or place of inspection, delivery, or acceptance of the Goods; reschedule the Services; or require additional or diminished Goods or Services; and Seller shall proceed diligently with the performance of this Purchase Order as so changed irrespective of whether a price adjustment has been determined as provided by this Clause. If any such change causes an increase or decrease in the cost of or the time required for performance of this Purchase Order and Seller makes a proper and timely request, Buyer shall make an equitable adjustment in the Purchase Order price or delivery dates or both, and this Purchase Order shall be modified in writing accordingly. Any equitable adjustment for suspension or interruption of, or delay in, Seller's performance shall exclude profit.

If Seller deems any instruction or direction by or on behalf of Buyer to be a change to this Purchase Order, it must so notify Buyer in writing within seven (7) days of the receipt of such instruction or direction.

Any claim by Seller for adjustment under this Clause may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Seller of the change order or direction, except where an extension is granted in writing by Buyer.

If the cost of property made obsolete or excess as a result of a change is paid by Buyer, Buyer may prescribe the manner of disposition of such property.

Buyer's engineering and technical personnel are not authorized to change the Goods or Services ordered or any other provision of this Purchase Order. No change order or other modification will be binding on Buyer unless issued by an authorized representative of Buyer's procurement department.

19a. TERMINATION FOR BUYER'S CONVENIENCE

a. Buyer may terminate performance of work under this Purchase Order in whole or, from time to time, in part if Buyer determines that a termination is in Buyer's interest. Buyer's Representative shall terminate by delivering to Seller a Notice of Termination specifying the extent of termination and the effective date.

b. After receipt of a Notice of Termination, and except as directed by Buyer's Representative, Seller shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of this Purchase Order.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to Buyer, as directed by Buyer's Representative, all right, title, and interest of Seller under the subcontracts terminated, in which case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by Buyer's Representative, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by Buyer's Representative, transfer title and deliver to Buyer: (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) The completed or partially completed plans, drawings, information, and other property that, if the Purchase Order had been completed, would be required to be furnished to Buyer.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that Buyer's Representative may direct, for the protection and preservation of the property related to this Purchase Order that is in the possession of Seller and in which Buyer has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by Buyer's Representative, any property of the types referred to in paragraph b(6) of this clause; provided, however, that Seller (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, Buyer's Representative. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Buyer under this Purchase Order, credited to the price or cost of the work, or paid in any other manner directed by Buyer's Representative.

c. Seller shall submit complete termination inventory schedules no later than sixty (60) days from the effective date of termination, unless extended in writing by Buyer's Representative upon written request of Seller within this 60-day period.

d. After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, Seller may submit to Buyer's Representative a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by Buyer's Representative. Seller may request Buyer to remove those items or enter into an agreement for their storage. Within thirty (30) days, Buyer will accept title to those items and remove them or enter into a storage agreement. Buyer's Representative may verify the list upon removal of the items, or if stored, within sixty (60) days from submission of the list, and shall correct the list, as necessary, before final settlement.

e. After termination, Seller shall submit a final termination settlement proposal to Buyer's Representative in the form and with the certification prescribed by Buyer's Representative. Seller shall submit the proposal promptly, but no later than 6 months from the effective date of termination, unless extended in writing by Buyer's Representative upon written request of Seller within this 6-month period. However, if Buyer's Representative determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If Seller fails to submit the proposal within the time allowed, Buyer's Representative may determine, on the basis of information available, the amount, if any, due Seller because of the termination and shall pay the amount determined.

f. Subject to paragraph e of this clause, Seller and Buyer's Representative may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph f or paragraph g of this clause, exclusive of costs shown in paragraph g(3) of this clause, may not exceed the total Purchase Order price as reduced by (1) the amount of payments previously made and (2) the Purchase Order price of work not terminated. This Purchase Order shall be modified, and Seller paid the agreed amount. Paragraph g of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

g. If Seller and Buyer's Representative fail to agree on the whole amount to be paid because of the termination of work, Buyer's Representative shall pay Seller the amounts determined by Buyer's Representative as follows, but without duplication of any amounts agreed on under paragraph f of this clause:

(1) The Purchase Order price for completed Goods or Services accepted by the Buyer (or sold or acquired under paragraph b(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of: (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to Goods or Services paid or to be paid under paragraph g(1) of this clause; (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Purchase Order if not included in subdivision g(2)(i) of this clause; and (iii) A sum, as profit on subdivision g(2)(i) of this clause, determined by Buyer's Representative, consistent with 49.202 of the FAR, in effect on the date of Buyer's Contract, to be fair and reasonable; however, if it appears that Seller would have sustained a loss on the entire Purchase Order had it been completed, Buyer's Representative shall allow no profit under this subdivision g(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including: (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

h. Except for normal spoilage, and except to the extent that Buyer expressly assumed the risk of loss, Buyer's Representative shall exclude from the amounts payable to Seller under paragraph g of this clause, the fair value, as determined by Buyer's Representative, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Buyer.

i. The cost principles and procedures of Part 31 of the FAR, in effect on the date of Buyer's Contract, shall govern all costs claimed, agreed to, or determined under this clause.

j. In arriving at the amount due Seller under this clause, there shall be deducted: (1) All unliquidated advance or other payments to Seller under the terminated portion of this Purchase Order; (2) Any claim which Buyer has against Seller under this Purchase Order; and (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Seller or sold under the provisions of this clause and not recovered by or credited to Buyer.

k. If the termination is partial, Seller may file a proposal with Buyer's Representative for an equitable adjustment of the price(s) of the continued portion of this Purchase Order. Buyer's Representative shall make any equitable adjustment agreed upon. Any proposal by Seller for an equitable adjustment under this clause shall be requested within forty-five (45) days from the effective date of termination unless extended in writing by Buyer's Representative.

l. (1) Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Seller for the terminated portion of this Purchase Order, if Buyer's Representative believes the total of these payments will not exceed the amount to which Seller will be entitled. (2) If the total payments exceed the amount finally determined to be due, Seller shall repay the excess to Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by Seller to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in Seller's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by Buyer's Representative because of the circumstances.

m. Unless otherwise provided in this Purchase Order or by statute, Seller shall maintain all records and documents relating to the terminated portion of this Purchase Order for three (3) years after final settlement. This includes all books and other evidence bearing on Seller's costs and expenses under this Purchase Order. Seller shall make these records and documents available to Buyer and the Government, at Seller's office, at all reasonable times, without any direct charge. If approved by Buyer's Representative, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

19b. TERMINATION FOR CAUSE

a. (1) Buyer may, subject to paragraphs c and d of this clause, by written notice of default to Seller, terminate this Purchase Order in whole or in part if Seller fails to: (i) Deliver the Goods or perform the Services within the time specified in this Purchase Order or any extension; (ii) Make progress, so as to endanger performance of this Purchase Order (but see paragraph a(2) of this clause); or (iii) Perform any of the other provisions of this Purchase Order (but see paragraph a(2) of this clause).

(2) Buyer's right to terminate this Purchase Order under subdivisions a(1)(ii) and (1)(iii) of this clause, may be exercised if Seller does not cure such failure within ten (10) days (or more if authorized in writing by Buyer's Representative) after receipt of the notice from Buyer's Representative specifying the failure.

b. If Buyer terminates this Purchase Order in whole or in part, it may acquire, under the terms and in the manner Buyer's Representative considers appropriate, Goods or Services similar to those terminated, and Seller will be liable to Buyer for any

excess costs for those Goods or Services. However, Seller shall continue the work not terminated.

c. Except for defaults of subcontractors at any tier, Seller shall not be liable for any excess costs if the failure to perform this Purchase Order arises from causes beyond the control and without the fault or negligence of Seller. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of Seller.

d. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both Seller and the subcontractor, and without the fault or negligence of either, Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted Goods or Services were obtainable from other sources in sufficient time for Seller to meet the required delivery schedule.

e. If this Purchase Order is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer's Representative, any (1) completed Goods, and (2) partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that Seller has specifically produced or acquired for the terminated portion of this Purchase Order. Upon direction of Buyer's Representative, Seller shall also protect and preserve property in its possession in which Buyer or the Government has an interest.

f. Buyer shall pay the Purchase Order price for completed Goods delivered and accepted. Seller and Buyer's Representative shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Claims and Disputes clause. Buyer may withhold from these amounts any sum Buyer's Representative determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.

g. If, after termination, it is determined that Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Buyer.

h. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order.

20. NO WAIVER; SEVERABILITY. The failure of Buyer to insist upon the performance of any provision of this Purchase Order, or to exercise any right or privilege granted to the Buyer under this Purchase Order or by law, shall not be construed as waiving such provision or any other provision of this Purchase Order, and the same shall continue in full force and effect. If any provision of this Purchase Order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this Purchase Order shall not be affected thereby, and shall remain in full force and effect.

21. APPLICABLE LAW. Irrespective of the place of performance, this Purchase Order will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Florida shall apply, exclusive of its rules concerning conflicts of laws.

22. PROHIBITION OF GRATUITIES.

a. Seller represents and warrants that it and its officers, employees, agents and representatives have not offered or given, and agrees that it and its officers, employees, agents and representatives will not offer or give, any kickbacks or gratuities in the form of entertainment, gifts, or otherwise to any officer or employee of Buyer or Buyer's customer with a view toward securing this or any other Purchase Order, any favorable treatment with respect to the awarding or amending of this or any other Purchase Order, or the making of any determination with respect to Seller's right or duties.

b. For any breach of Seller's obligations under this Clause, Buyer shall have, in addition to any other rights provided by this Purchase Order, the right to terminate any or all Purchase Orders with Seller for cause, and to recover from Seller the amount of any gratuity, plus all reasonable costs (including attorney fees) incurred in seeking such recovery. (Seller is also advised that, if this Purchase Order is issued under a prime contract or subcontract of the Government, any gratuity offered or given in violation of this Clause may also entail liabilities of Seller under applicable statutes, regulations, or other Purchase Order provisions.)

23. PRICING OF ADJUSTMENTS. All adjustments, including but not limited to "equitable adjustments," under this Purchase Order shall be based upon Seller's costs, plus a reasonable profit unless profit is expressly excluded by language of this Purchase Order. Seller's costs shall be those that are reasonable, allowable, and allocable under the standards of Part 31 of the Federal Acquisition Regulation (and, if this Purchase Order is issued under a contract or subcontract with any Department of Defense entity, Part 231 of DFARS) as in effect in Buyer's Contract on the date of this Purchase Order.

24. CLAIMS AND DISPUTES.

a. **Claims for Adjustment.** For any claims seeking an equitable adjustment or other relief in excess of \$100,000 submitted by Seller under this Purchase Order, Seller shall submit to Buyer a signed certificate that states as follows, substituting Seller's legal name where indicated: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Purchase Order adjustment for which [the Seller] believes General Dynamics Ordnance and Tactical Systems is liable; and that I am duly authorized to certify the claim on behalf of [the Seller]." If requested by Buyer, Seller shall identify the portion of its claim for which it believes the Government is liable and shall execute the certification above, substituting "the Government" for "General Dynamics Ordnance and Tactical Systems" as to such amount.

b. **Government Decisions.** If a final decision is issued by a Contracting Officer for Buyer's Contract (or the Prime Contract under which Buyer's Contract is issued) and the decision relates in any way to this Purchase Order or to the Goods or Services ordered hereunder, said decision, if binding upon the Buyer, shall also be binding upon Buyer and Seller with respect to this Purchase Order. If Buyer appeals or commences an action regarding such decision, any decision upon such appeal or action, if binding upon the Buyer under the Prime Contract, shall be binding upon the Buyer and Seller as it relates to this Purchase Order. If any appeal is taken or an action commenced by Buyer, Seller shall assist Buyer in its prosecution thereof in every reasonable manner.

If, as a result of any decision or judgment binding upon Buyer, Buyer is unable to obtain reimbursement from the Government (or Buyer's customer) for, or is required to refund or credit to the Government (or Buyer's customer), any amount with respect to which Buyer has paid Seller, Seller shall, on demand, promptly repay such amount to Buyer.

c. Resolution of Other Disputes. Any dispute between Buyer and Seller that is not resolved pursuant to the provisions of this Purchase Order or through discussions between the parties may be resolved through an action in a court of appropriate jurisdiction and venue.

d. Seller to Continue Performance. Seller shall proceed diligently with performance of this Purchase Order pending final resolution of any request for relief, claim, dispute, appeal or action arising under or in connection with this Purchase Order and pending such resolution shall comply with Buyer's written direction, if any, on the matters at issue.

25. **INSOLVENCY.** Buyer may terminate this Purchase Order for cause if Seller files a voluntary petition under any federal or state bankruptcy act, is adjudicated a bankrupt, Seller becomes insolvent or commits an act of bankruptcy, or engages in any act which reasonably causes Buyer to deem itself insecure.

26. **DESIGN, TOOLS, DIES, ETC.**

a. Unless otherwise agreed herein, Seller at its sole cost shall supply all material, equipment, designs, drawings, tools and facilities required to perform this Purchase Order.

b. Any materials, equipment, designs, drawings, tools or other property furnished by Buyer or specifically paid for by Buyer shall be Buyer's property, shall be used only in filling orders from Buyer and may on Buyer's demand be removed by Buyer without charge. Seller shall use such property at its own risk and shall be responsible for all loss of or damage to the same or to any person while property is in Seller's custody. Seller shall, at its sole cost, store and maintain all such property and maintain property in good condition and repair. Buyer makes no warranties of any nature with respect to any such property, which is furnished "AS IS."

c. Graphics arts and packaging materials: All film negatives, positives, engravings, electrodes and dies made by Seller for the production of material of this Purchase Order will become the property of Buyer and be delivered to Buyer at the completion of work under this Purchase Order.

d. Notwithstanding anything herein to the contrary, the provisions of this paragraph do not apply to property owned by the Government. Disposition and use of Government property shall be governed by applicable Government regulations.

27. **CONSTRUCTION.** This Purchase Order shall be construed to have been drafted equally by all parties. The language of all parts of the Purchase Order shall be construed as a whole, according to its fair meaning, and any presumption or other principle that the language herein is to be construed against any party shall not apply. The headings used herein are for reference only and shall not affect the interpretation of the Purchase Order.

28. **COMPLETE AGREEMENT.** All specifications, drawings, and data submitted to Seller with this Purchase Order are hereby incorporated herein and made a part hereof. This Purchase Order constitutes the entire contract between Buyer and Seller and supercedes any prior offers, counteroffers, negotiations, or agreements concerning the Goods or Services. No revision, addition, or supplement to this Purchase Order or to any of its terms or conditions shall be effective unless agreed to in writing by Buyer's Representative.

29. **SURVIVAL.** Seller shall not be relieved of its obligations under the following clauses (or under any applicable Special U.S.

Government Provision that, by its nature, requires continuing obligations on Seller to achieve its intended effect) because of the termination, expiration, or completion of this Purchase Order:

- Inspection
- Warranties
- Proprietary Information
- Compliance with Laws
- Lien Waivers
- Indemnification and Insurance
- Publicity
- Changes (as to disposition of property only)
- Applicable Law
- Pricing of Adjustments
- Claims; Disputes
- Designs, Tools, Dies, Etc.
- Compliance with Export Laws

30. **ORDER OF PRECEDENCE.** Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order: (a) the face of this Purchase Order; (b) Special Provisions, if any; (c) these Standard Terms and Conditions; (d) Attachments, Exhibits, or Annexes, if any; and (e) the Statement of Work.

31. **EXCUSABLE DELAYS.**

a. Buyer shall not be liable for any delay or failure to perform if the delay or failure is without the fault or negligence of Buyer including, as examples, any of the enumerated causes listed in Paragraph 19b, subparagraph c.

b. Seller shall not be liable for any delay or failure to perform to the extent such delay or failure to perform is excusable pursuant to Paragraph 19b, subparagraphs c and d, and provided Seller gives written notice to Buyer as soon as any such cause is anticipated (or, if it could not be anticipated, as soon as possible after it occurs). If Buyer believes the failure, delay, or anticipated delay in Seller's performance may impair Buyer's ability to meet Buyer's production or delivery schedules or otherwise interfere with Buyer's operation, Buyer may, at its sole option and without liability to Seller, cancel remaining deliveries in whole or in part.

32. **SPECIAL U.S. GOVERNMENT PROVISIONS.** The provisions set forth in this Clause shall apply only if this Purchase Order is issued under a Government prime contract or under a subcontract, at any tier, issued to Buyer under a Government prime contract.

a. Audit. Seller agrees that its books and records and its plants or any such part thereof as may be engaged in the performance of this Purchase Order, shall at all reasonable times be subject to inspection and audit by any person designated by the head of any executive department of the Government.

b. Quality Control. Except as otherwise provided in this Purchase Order, Seller's system of Quality Control during the performance of this Purchase Order shall be in accordance with the specifications required by Buyer's Contract.

c. Seller agrees it will negotiate Purchase Order modification(s) in good faith to incorporate additions, deletions, and changes to the clauses set forth below if Buyer deems them necessary to comply with Buyer's Contract or modifications to Buyer's Contract. If any such modification to this Purchase Order causes an increase or decrease in the cost, or the time required for the performance, of any part of the work under this Purchase Order, an equitable adjustment shall be made pursuant to the "Changes" clause of this Purchase Order.

d. The following clauses of the FAR and DFARS are incorporated herein by reference, and made part hereof with the same force and effect as if they were given in full text, to the extent and with the changes to the clause text specified herein. The date of each clause is specified; however, the clause in effect in the Buyer's Contract on the date of this Purchase Order shall be incorporated by reference and changes, if necessary, to each such clause shall be made to be consistent with the intent of the changes set forth below.

33. REPRESENTATIONS AND CERTIFICATIONS. The following representations and certifications are material representations relied upon by Buyer in making award to Seller. Seller shall notify Buyer of any change of circumstances affecting representations and certifications made by Seller. *The representations and certifications as set forth below omit several choices that appear in the FAR version. By executing this Purchase Order, Seller represents that it has considered the full FAR version of the representations and certifications before executing this Purchase Order and affirms that the representations and certifications below are accurate.*

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991). Applicable only if this Purchase Order exceeds \$100,000.

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) Seller, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Seller shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Government Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001).

(a) (1) Seller certifies, to the best of its knowledge and belief, that-

(i) The Seller and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

FAR 52.222-22 Previous Contracts and Compliance Reports (February 1999).

Seller represents that if Seller has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (i) Seller has filed all required compliance reports; and, (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.223-13 Certification Of Toxic Chemical Release Reporting (August 2003). Applicable to Purchase Orders in excess of \$100,000 if FAR 52.223-14 is included in Buyer's Contract.

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 13148, April 21, 2000.

(b) By signing this Purchase Order, Seller certifies that-

As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), Seller will file and continue to file for such facilities for the life of the Purchase Order the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA.

In the following FAR and DFARS clauses, unless designated otherwise, "Contractor" or "Offeror" shall mean "Seller", "Government" or "United States" shall mean "Buyer", "Contract" shall mean this Purchase Order, and "Contracting Officer," "Administrative Contracting Officer" and "ACO" shall mean "Buyer's Representative".

Seller acknowledges it has had the opportunity to inquire as to the clauses present in Buyer's contract and agrees to be bound to such clauses in the manner listed below.

Any reference to a "Default" clause shall mean Paragraph 19b, "Termination for Cause" of this Purchase Order.

1. CLAUSES APPLICABLE TO ALL PURCHASE ORDERS

FAR	52.202-1	Definitions (July 2004). Delete subparagraph (a) defining "agency head" and "head of agency". Subparagraph (e) shall be treated as defining "Government Contracting Officer".
FAR	52.203-3	Gratuities (April 1984). Subparagraph (a): replace "after notice... a designee" with "Buyer's Representative". Subparagraph (a)(1): Replace "Government" with "Government or Buyer". Delete subparagraph (b). Subparagraph (c)(2): Replace "agency head or a designee" with "Buyer's Representative".
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (January 1997)
FAR	52.211-5	Material Requirements. (August 2000)
FAR	52.211-15	Defense Priority and Allocation Requirements (September 1990). This clause applies if the face of Purchase Order sets forth a rating within the meaning of the Defense Priorities and Allocation System.
FAR	52.222-3	Convict Labor. (June 2003)
FAR	52.222-20	Walsh-Healey Public Contracts Act. (December 1996)
FAR	52.222-21	Prohibition of Segregated Facilities. (February 1999)
FAR	52.222-26	Equal Opportunity (April 2002). Delete subparagraph (c).
FAR	52.223-3	Hazardous Material Identification and Material Safety Data (January 1997). In subparagraph (f), replace "Government," with "Government, Buyer,.". In subparagraph (h), replace "Government" with "Government and/or Buyer" in each instance.
FAR	52.223-11	Ozone-Depleting Substances. (March 2001)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (January 2004)
FAR	52.232-17	Interest. (June 1996)

FAR	52.242-15	Stop-Work Order. (August 1989)
FAR	52.242-17	Government Delay of Work. (April 1984)
FAR	52.244-6	Subcontracts for Commercial Items. (July 2004)
FAR	52.245-2	Government Property (Fixed-Price Contracts). (May 2004)
FAR	52.245-9	Use and Charges (Class deviation 99-00011). (April 1984)
FAR	52.246-2	Inspection of Supplies- Fixed-Price. (August 1996)
FAR	52.246-16	Responsibility for Supplies. (April 1984)
DFARS	252.204-7000	Disclosure of Information (December 1991). In each instance, replace "Contracting Officer" with "Government Contracting Officer and Buyer's Representative".
DFARS	252.223-7001	Hazard Warning Labels. (December 1991)
DFARS	252.223-7002	Safety Precautions for Ammunition and Explosives (May 1994). Replace "Government" with "Government and/or Buyer" and replace "Contracting Officer" with "Government Contracting Officer and/or Buyer's Representative" throughout this clause.
DFARS	252.223-7003	Change in Place of Performance - Ammunition and Explosives (December 1991). Replace "Government" with "Government and/or Buyer" and replace "Contracting Officer" with "Government Contracting Officer and Buyer's Representative" throughout this clause.
DFARS	252.227-7032	Rights in Technical Data and Computer Software (Foreign). (June 1975)
DFARS	252.227-7036	Declaration of Technical Data Conformity. (January 1997)
DFARS	252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts). (March 2000)

II. CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$10,000

FAR	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (December 2001)
FAR	52.222-36	Affirmative Action for Workers with Disabilities. (June 1998)
FAR	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (December 2001)

III. CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$25,000

FAR	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (July 1995)
DFARS	252.225-7012	Preference for Certain Domestic Commodities. (June 2004)

IV. CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$100,000

FAR	52.203-6	Restrictions on Subcontractor Sales to the Government (July 1995). In subparagraph (a), "Government" shall retain its meaning.
FAR	52.203-7	Anti-Kickback Procedures (July 1995). Subparagraph (c)(1) is deleted. "Contracting Officer" shall mean "Government Contracting Officer".
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (June 2003)
FAR	52.215-2	Audit and Records-Negotiation (June 1999). Applicable if this Purchase Order meets criteria in paragraph (g) of the clause. "Contracting Officer" shall mean "Government Contracting Officer".
FAR	52.215-14	Integrity of Unit Prices (October 1997). Not applicable to service contracts unless supplies are required.

FAR	52.219-8	Utilization of Small Business Concerns. (May 2004)
FAR	52.227-1	Authorization and Consent. (July 1995)
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (August 1996). "Government" retains its meaning, and "Contracting Officer" shall mean "Government Contracting Officer".
DFARS	252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (March 1999). "Contracting Officer" shall mean "Government Contracting Officer".
DFARS	252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty. (November 1995)
DFARS	252.247-7023	Transportation of Supplies by Sea (May 2002). "Government" retains its meaning, and "Contracting Officer" shall mean "Government Contracting Officer". Seller notifications to the Government Contracting Officer shall be made through Buyer's Representative.

V. CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$500,000

FAR	52.219-9	Small Business Subcontracting Plan (January 2002). "Government" shall retain its meaning. Replace "Contracting Officer" with "Government Contracting Officer and Buyer's Representative" throughout. Seller shall adopt a subcontracting plan that complies with the requirements of this clause.
FAR	52.219-16	Liquidated Damages-Subcontracting Plan. (January 1999)
FAR	52.230-2	Cost Accounting Standards (April 1998). Unless exempt from the requirement to include a CAS clause as specified in 48 CFR 9903-201-1, applicable to negotiated Purchase Orders except those for which: (i) the Purchase Order price is less than \$25 million and (ii) Seller has certified it is eligible for and elects to use modified coverage. Exclude subparagraph (b).
FAR	52.230-3	Disclosure and Consistency of Cost Accounting Standards (April 1998). Unless exempt from the requirement to include a CAS clause as specified in 48 CFR 9903-201-1, applicable to negotiated Purchase Orders for which: (i) the Purchase Order price is less than \$25 million and (ii) Seller has certified it is eligible for and elects to use modified coverage. Exclude subparagraph (b).
FAR	52.230-6	Administration of Cost Accounting Standards (November 1999). Applicable if either FAR 52.230-2 or FAR 52.230-3 applies to this Purchase Order.
DFARS	252.219-7003	Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts). (April 1996)
DFARS	252.225-7004	Reporting of Contract Performance Outside the United States (April 2003). Applicable only if this Purchase Order is a first-tier subcontract under a government prime contract. "Contracting Officer" shall mean "Government Contracting Officer". Seller notifications to the Government Contracting Officer shall be made through Buyer's Representative.

VI. CLAUSES APPLICABLE IF PRESENT IN BUYER'S CONTRACT

FAR	52.203-2	Certificate of Independent Price Determination. (April 1985)
FAR	52.203-5	Covenant Against Contingent Fees. (April 1984)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (January 1997)
FAR	52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (December 2001)
FAR	52.215-6	Place of Performance. (October 1997)
FAR	52.219-1	Small Business Program Representations. (May 2004)
FAR	52.219-9	Small Business Subcontracting Plan (January 2002) - Alternate II (October 2001)
FAR	52.222-22	Previous Contracts and Compliance Reports. (February 1999)
FAR	52.222-25	Affirmative Action Compliance. (April 1984)

FAR	52.222-49	Service Contract Act – Place of Performance Unknown. (May 1989)
FAR	52.223-14	Toxic Chemical Release Reporting. (August 2003)
FAR	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises. (June 2000)
FAR	52.236-7	Permits and Responsibilities. (November 1991)
FAR	52.243-7	Notification of Changes. (April 1984)
FAR	52.247-63	Preference for U.S. – Flag Air Carriers. (June 2003)
FAR	52.248-1	Value Engineering. (February 2000) – Alternate I (April 1984)
FAR	52.249-1	Termination for Convenience of the Government (Fixed-Price)(Short Form). (April 1984)
FAR	52.249-8	Default (Fixed-Price Supply and Service). (April 1984)
FAR	52.253-1	Computer Generated Forms. (January 1991)
DFARS	252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country. (September 2004)
DFARS	252.223-7004	Drug-Free Work Force. (September 1988)
DFARS	252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (April 1993) – Alternate I (November 1995)
DFARS	252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (September 1999)
DFARS	252.225-7012	Preference for Certain Domestic Commodities. (June 2004)
DFARS	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. (September 2004)
DFARS	252.231-7000	Supplemental Cost Principles. (December 1991)
DFARS	252.243-7001	Pricing of Contract Modifications. (December 1991)
DFARS	252.247-7022	Representation of Extent of Transportation by Sea. (August 1992)
DFARS	252.247-7024	Notification of Transportation of Supplies by Sea. (March 2000)

VII. CLAUSES APPLICABLE IN OTHER SPECIFIED CIRCUMSTANCES

FAR	52.204-2	Security Requirements (August 1996). Applicable if Purchase Order involves access to classified information. "Government" shall retain its meaning. References to the "Changes" clause shall be to the "Changes" clause of this Purchase Order.
FAR	52.215-10	Price Reduction for Defective Cost or Pricing Data (October 1997). Applicable if submission of cost or pricing data was required in pricing this Purchase Order. In addition, the obligations that FAR 52.215-12 in Buyer's Contract requires of subcontractors are hereby required of Seller. "Government" shall mean "Government or Buyer". Buyer's rights under this clause shall not limit Buyer's rights under any other provision of this Purchase Order.
FAR	52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications (October 1997). Applicable if submission of cost or pricing data was not required in pricing this Purchase Order. "Government" shall mean "Government or Buyer". In subparagraph (a), the threshold for the submission of cost or pricing data shall be the threshold applicable to Buyer's contract. Buyer's rights under this clause shall not limit Buyer's rights under any other provision of this Purchase Order.
FAR	52.215-12	Subcontractor Cost or Pricing Data (October 1997). Applicable if submission of cost or pricing data was required in pricing this Purchase Order. In subparagraphs (a) and (c), the threshold for the submission of cost or pricing data shall be the threshold applicable to Buyer's Contract.

FAR	52.215-13	Subcontractor Cost or Pricing Data -- Modifications (October 1997). Applicable if submission of cost or pricing data was not required in pricing this Purchase Order. In subparagraphs (b) and (d), the threshold for the submission of cost or pricing data shall be the threshold applicable to Buyer's Contract.
FAR	52.215-15	Pension Adjustments and Asset Reversions (October 2004). Applicable if this Purchase Order meet the applicability requirement of FAR 15.408(g). "Government" retains its meaning. "Contracting Officer" shall mean "Government Contracting Officer through Buyer's Representative".
FAR	52.215-19	Notification of Ownership Changes (October 1997). Applicable if this Purchase Order meets the applicability requirements of FAR 15.408(k). "Administrative Contracting Officer" shall mean "Government Administrative Contracting Officer". Notices required under this clause shall be made with a copy to Buyer's Representative.
FAR	52.222-41	Service Contract Act of 1965, as Amended (May 1989). Applicable if this Purchase Order is subject to the Service Contract Act.
FAR	52.223-7	Notice of Radioactive Materials (January 1997). Applicable if this Purchase Order meets the criteria in subparagraph (a) of the clause. Insert "30" in the blank in subparagraph (a). "Contracting Officer" shall mean "Government Contracting Officer and Buyer's Representative".
FAR	52.227-9	Refund of Royalties (April 1984). Applicable if reported royalties exceed \$250.
FAR	52.227-10	Filing of Patent Applications-Classified Subject Matter (April 1984). Applicable if the Purchase Order work or any related patent applications involve classified subject matter. "Government" retains its meaning. "Contracting Officer" shall mean "Government Contracting Officer".
FAR	52.227-11	Patent Rights-Retention by the Contractor (Short Form) (June 1997). Applicable if subcontractor is a small business and FAR 52.227-11 or -12 is included in Buyer's contract. "Government" retains its meaning. "Contracting Officer" shall mean "Government Contracting Officer".
FAR	52.227-12	Patent Rights-Retention by the Contractor (Long Form) (January 1997). Applicable if subcontractor is other than a small business and if FAR 52.227-12 or DFARS 252.227-7034 is included in Buyer's contract. "Government" retains its meaning. "Contracting Officer" shall mean "Government Contracting Officer".
FAR	52.233-3	Protest After Award (August 1996). Applicable if Buyer's customer has directed Buyer to stop performance of the work pursuant to this clause in Buyer's contract, whereupon Buyer may direct Seller by written order to stop performance. Subsection (b)(2) is modified to provide that Seller shall assert any right to an adjustment under this clause within fifteen (15) days after the work stoppage is lifted.
DFARS	252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (April 1993). Applicable if subcontractor will treat or dispose of non-DOD owned toxic or hazardous material. Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA.

P.O. 11799
Attachment B

SPECIAL PROVISIONS

W52P1J-04-R-0179 – DEMIL 2005 SOLICITATION

November 30, 2004

OTS-801/605 Demilitarization Requirements
OTS-801/606 Propellant Requirements
OTS-801/607 Security
OTS-801/608 Transfer of Title/End-Use Certificates/Demilitarization Certificates
**OTS-801/609 Government Property (Fixed-Price Contracts)(May 2004) –
Alternate I (Deviation)**

OTS-801/605 Demilitarization Requirements
11/30/04

The contractor shall demilitarize munitions items listed in Section B IAW Category 3 and 5, Appendix 4, DoD 4160.21-M-1. Propelling Charges, High Explosive Improved Conventional Munitions, High Explosive D munitions, and Pyrotechnics carry the requirements of stabilizer content testing as defined in paragraph 5.0 Propellant Requirements.

OTS-801/606 Propellant Requirements
11/30/04

1. The contractor shall test each manufacturing propellant lot/index number to accurately determine the level of Remaining Effective Stabilizer (RES) using the High Pressure Liquid Chromatography (HPLC) testing method. Near Infrared (NIR) testing may be accepted by the contracting officer for use as a screening method for determining which propellant lots require HPLC testing. Testing for RES will be conducted as soon as possible. Propellant recovered from pull-apart and/or downloaded munitions will be tested within one week of the recovery (generation) of the propellant. The requirements to test for effective stabilizer may not be sufficient to determine if or when a specific manufacturing lot of propellant might become unsafe. It is the responsibility of the contractor to determine what level of risk they are willing to accept and, what combination of tests and practices, in addition to those required by this section, will provide a sufficiently high confidence level.
2. The contractor shall keep all propellant recovered from a disassembly/demilitarization operations separate by propellant type and manufacturing lot number/index number until stability testing has been completed to determine risk and disposition.
3. The contractor shall report the RES test results for all manufacturing lot numbers/index numbers to the Contracting Officer in contractor format. Lots with test results less than .20 percent Effective Stabilizer will be reported within 5 days to the PCO and a comprehensive list showing the results for each manufacturing propellant lot will be provided to the PCO monthly. Test results will be provided within one month from the date of testing IAW Data Item Description (DID) DI-NDTI-80809B (Attachment 021).
4. Manufacturing lot numbers/index numbers with less than .20 percent effective stabilizer will receive priority for processing. Lots with the lowest levels of RES will be processed first.
5. The contractor shall report the results of HPLC propellant stability analysis IAW DI-NDTI-80809B (Attachment 021). The HPLC analysis results shall be documented by the propellant lot number.

OTS-801/607
11/30/04

Security

1. Prior to the award of the contract, the contractor shall allow the Government access to the contractor's facilities, personnel, and security documentation for the purpose of performing a pre-award security site survey, pursuant to DoD 5100.76-M.
2. The contractor shall comply with the security requirements of DoD 5100.76-M for storage, safeguarding, handling and control of sensitive items. All items designated as sensitive and assigned a risk category IAW DoD 5100.76-M retain such status until such time as demilitarization has been accomplished. This also applies to recovered components, if they have an assigned risk category.
3. The contractor shall have only one security plan for the facility as required by DoD 5100.76-M. This plan shall address security of the entire facility. Security requirements for AA&E procedures, and processes shall be addressed in the facility security plan. In the event storage is at a facility separate from where demilitarization occurs, the contractor shall develop a facility security plan for the storage site as well the processing site. The contractor shall be responsible for communication between sites and keeping aware of security requirements. The contractor shall address transportation issues dealing with AA&E between sites in security site plan.

OTS-801/608
11/30/04

Transfer of Title/End-Use Certificates/Demilitarization Certificates

1. Any and all components and material recovered for resale shall not be identified as meeting any Government standards except as required for decontamination.
2. All metallic components (excluding mutilated/inert scrap), explosives and propellant offered for resale shall be to licensed/permitted buyers, as applicable, and shall require End Use Certification as a condition of the sale.
3. End Use Certification shall consist of a signed statement from the purchaser as follows: "It is hereby certified that.....will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws." This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, of the United States Code, Crimes and Criminal Procedures.
4. The contractors shall generate Material Safety Data Sheets (MSDS), as applicable, in accordance with 29 CFR 1910.1200 for the hazardous/energetic material that will be sold to qualified buyers.
5. The contractor shall obtain Final Hazard Classification from the Department of Transportation, in accordance with 49 Code of Federal Regulations, for all explosive material/sub-components derived from demil operations. Additionally, this requirement flows down to any subcontractors requiring Final Hazard Classifications.
6. All metallic scrap and packaging/packing material generated by the demilitarization process(es), and offered for resale, will require inert certification as a condition of sale.
7. The contractor shall provide a certification statement by the technically trained and qualified individual as part of the sales documentation as follows: "Icertify that the item or items have been inspected by me and, to the best of my knowledge and belief, contain no items of a dangerous or hazardous nature".
8. See paragraph 17.0 Metal Pallet Return for special pallet handling and return.

OTS-801/609

**Government Property (Fixed-Price Contracts)(May 2004) –
Alternate I (Deviation)**

11/30/04
FAR 52.245-2

(APR 1984)

(g) (6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for the continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement in accordance with FAR Part 45.

P.O. 11799
Attachment "C"

**STATEMENT OF WORK
FOR
BOMBS**

**DATED 26-Jun-07
SOW-0432-0002
REV A**

APPROVED BY: <u><i>Russell Patterson</i></u>	APPROVED BY: <u><i>D. [Signature]</i></u>
QUALITY ASSURANCE	PROGRAM MANAGER
DATE: <u>6/26/07</u>	DATE: <u>6/26/07</u>

PRINTED 26-Jun-07 08:04 AM

GENERAL DYNAMICS OTS - SP/RL

DSCR

PAGE 1

STATEMENT OF WORK DIFFERENCES REPORT

REQUESTED: SOW-0432-0002 REV: - TO REV: A
BOMBS

Processing Start Up. - Added paragraph

* * * END OF REPORT * * *

GD-OTS-EPAA78

001740

BOMBS

STATEMENT OF WORK

1.0 SCOPE

This Statement of Work (SOW) defined herein details the work required to be performed by the Subcontractor in performance of the purchase order.

The reference to the subcontractor in this document shall include sub-tier contractors, if any, that are utilized by the subcontractor.

The effort covered by this SOW will entail the incineration and/or reuse/resource recovery of a variety of conventional munitions that will be provided to the Subcontractor's facility (or facilities) for demilitarization.

Demilitarization will be performed in accordance with this SOW. The Government furnished ammunition provided on each task order shall be stored, accounted for and processed separately and segregated from any other subcontract or task order quantity. In the event the Subcontractor receives ammunition which is not listed in the Purchase Order, the Subcontractor shall segregate the ammunition and notify General Dynamics Ordnance and Tactical Systems (GD-OTS) immediately for disposition.

All technical data currently available in support of this Subcontract has been furnished to or is currently available at the Subcontractor. Additional data may be provided when/if available. Neither GD-OTS nor the Government guarantees the current or future availability of any technical data, and the requirement to provide technical data in support of this effort rests solely with the Subcontractor.

The Subcontractor shall provide all necessary material, equipment and personnel to perform conventional ammunition demilitarization by incineration and/or resource recovery, and/or recycling and/or reutilization of a variety of conventional munitions, detailed in this SOW.

Open Burn/Open Detonation (OB/OD) are not permitted technologies for any end item(s) or components(s) contained in this SOW. In addition, reutilization, defined as the reuse of the material or any component for its original intended purpose, is permitted.

The Subcontractor shall use best efforts to recover the maximum material/components possible. GD-OTS and the Government do not guarantee the quantity or quality of recoverable material and/or components. Subcontract pricing reflects full consideration to the Subcontractor for performance under the subcontract and reflects any estimated or anticipated proceeds from recovered materials and/or components.

2.0 MUNITION ITEMS DISPOSITION ACTION SYSTEM (MIDAS).

The Subcontractor shall be provided specific conventional munitions for demilitarization. The munitions families included in this subcontract are listed in the Special Instructions Section of this SOW.

3.0 APPLICABLE DOCUMENTS

All direction pertaining to changes in the referenced documents will be made through the governing Subcontract.

AMC-R-755-8	Authorizing, Accomplishing and Reporting Demilitarization of Class V Material
ANSI/NSCL Z540-1	Calibration Systems (30 Aug 94)
AR 725-50 with Interim Change I01	Requisitioning, Receipt, and Issue System (15 Nov 90)
AR 740-26	Physical Inventory Control
CFR Title 49, Part 173	EX Numbers/Hazard Classification
DFAR 252.223-7002	Precautions for Ammunitions and Explosives (1 May 94)
DFAR 252.223-7003	Place of Performance Arms and Explosives
DoD-4140.35	Physical Inventory Control of DoD Supply System Material (24 Aug 04)
DoD-4145.19-R-1	Index of U.S. Army Unitization, Storage and Out Loading Drawings for Ammunition and Components, 19-48-75-5, Rev. 2, May 1993
DoD 4160.21-M-1	Defense Demilitization Manual (24 Aug 04)
DoD-5100.7M	Physical Security of Sensitive Arms and Explosives
DoD-5100.76M	Physical Security of Sensitive Conventional Arms and Ammunition (16 Sept 92)
FAR 52.242-2	Production Progress Reports (19 July 04)
FAR 52.245-2	Control of Government Furnished Material
IOC PAM 385-1	Classification and Remediation of Explosive Contamination (16 July 97)

ISO 9002	Quality Systems - Model for Quality Assurance in Production, Installation and Servicing Second Edition; (PNS 1002: 1994) (CAN/CSA-ISO 9002-94)
ISO 10012-1	Calibration Systems
NAS 410	Non-Destructive Testing Equipment
SB742-1	Condition Codes
29 CFR 1910.1200	Hazard Communication (7 Dec 99)
40 CFR 260.10	Hazardous Waste Management (26 Aug 04)
40 CFR 261 and 266.202	Protection of Environment (26 Aug 04)
49 CFR	Code of Federal Regulations (1 Oct 90)
52.242-1107(B) DFARS	Instructions for Preparation and Submission of Production Progress Reports
52.248-1	Value Engineering (Feb 2000) Alternate 1
4145.26M	Safety Manual (DFAR 252.223-7002)

4.0 DEFINITIONS

For the purpose of this SOW, the following definitions/interpretations apply:

Decontamination - The process of making an item safe for use or handling by unprotected personnel and harmless to all properties and surroundings by destroying, neutralizing, making harmless, or removing energetic/explosives or chemical material clinging to or around it.

Demilitarization (Demil) - The act of removing the military offensive or defensive advantages of ammunition and explosives, which may or may not include the disposal of the item. The term encompasses various approved methods such as mutilation, destruction or alteration to prevent further use for its originally intended military purpose, including the procedures followed by Explosive Ordnance Disposal (EOD) units, civilian munitions destroyers and properly certified subcontract personnel. It applies equally to material in unserviceable or serviceable condition.

CDT (Closed Disposal Technology) - All alternative technologies to Open Burn/Open Detonation.

Mutilation - The act of making unfit for its intended purpose by cutting, tearing, scratching, crushing, breaking, punching, shearing, burning, neutralizing, etc.

Open Burn (OB) - Combustion of Propellant, Explosives, Pyrotechnics (PEP) or explosive ordnance without the control of combustion air, containment of the combustion reaction in an enclosed device, or control of the emission of gaseous and particulate combustion products.

Open Detonation (OD) - Unconfined, violent reaction of PEP or explosive ordnance without the control of combustion air, containment of the combustion reaction in an enclosed device, and control of emission of gaseous and particulate combustion products.

Reutilization (Reuse) - The reuse of material parts or components for their original intended purpose.

Resource Recovery and Recycling (R3) - A closed disposal technology (CDT) for reusing demilitarized items/material for an entirely different purpose than originally designed/intended and normally requiring some form of processing.

Waste Stream Treatment - A CDT process designed to change the physical/chemical character or composition of any waste or by-products of demil processes from a conventional munitions item or component, so as to neutralize such waste, recover energy or material resources from the waste, or render such waste more environmentally benign or capable for further treatment.

Incineration - Combustion of PEP or explosive ordnance with control of combustion air, containment of the combustion reaction in an enclosure device, and control of emission of gaseous and particulate combustion products in accordance with local, state, and federal regulations.

Recycle - The reuse of the item/material for an entirely different purpose than originally designed/intended and normally requiring some form of reprocessing.

Designated Disposition Authority (DDA) - The DoD representative designated as the authorized military official responsible for evaluating munitions that are excess to current requirements or otherwise no longer part of the active inventory for safety, other uses resource recovery and recycling possibilities and treatment.

Military Munitions - All ammunitions products and components produced or used by or for the U.S. Department of Defense or the U.S. Armed Services for national defense and security, including military munitions under the control of the Department of Defense, the U.S. Coast Guard, the U.S. Department of Energy and National Guard personnel. The term includes: confined gaseous, liquid and solid propellant, explosives, pyrotechnics, chemical and riot control agents, smokes and incendiaries used by DoD components, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunitions, small arms ammunitions, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges and devices and components thereof. The term does not include: wholly inert items, improvised explosives devices and nuclear weapons, devices and components thereof. (However, it does

include non-nuclear components of nuclear devices, managed under the Department of Energy's nuclear weapons program after all required sanitization operations under the Atomic Energy Act of 1954, as amended, have been completed.) (Ref: 40 CFR 260.10)

Waste Military Munition (WMM) - A military munition is a "waste" military munition if it has been identified as: (1) a solid waste as described in regulation 40 CFR 266.202; or (2) hazardous waste as described in regulation 40 CFR 261, Subpart C or D (i.e., either listed as hazardous or fulfilling the criteria for one or more of the hazardous characteristics which are ignitability, corrosiveness, reactivity or toxicity).

5.0 PROGRAM

5.1 Program Requirements.

The Subcontractor shall provide a "turn-key" operation whereby the demilitarization of the provided Conventional Munitions can be accomplished in accordance with an approved demilitarization plan.

The Subcontractor shall establish a program for the receipt, storage, handling and demilitarization of munitions involved in accordance with specific guidance provided in this SOW.

Demilitarization Operation - The Subcontractor shall provide the facilities, personnel and equipment to demilitarize conventional ammunition delivered to the Subcontractor by the Government at a Subcontractor's site to be approved by GD-OTS and the Government. The Subcontractor's activities shall satisfy the Government's requirements for demilitarization of conventional ammunition in accordance with this SOW. GD-OTS and/or the Government's review of the Subcontractor's or its sub tier Subcontractor's technical proposal, standard operating procedures, or any other documentation, is intended only to ensure that the Subcontractor has the technical ability to perform to the Subcontract. GD-OTS and the Government's review is not intended to be a warranty that the Subcontractor's plans, operations, etc. have met the requirements of any or all laws and governmental regulations. It remains the Subcontractor's responsibility to ensure compliance with all requirements of law and governmental regulation. Additionally, as neither GD-OTS nor the Government creates, supervises, or controls the actual working conditions, or any of the Subcontractors or its Subcontractors' personnel, hired labor, or independent Subcontractors, neither GD-OTS nor the Government assumes responsibility for compliance with any laws or governmental regulations. Furthermore, the Subcontractor shall indemnify GD-OTS and the Government for any and all claims, liabilities, or costs relating to any such non-compliance.

5.2 Salvageable/Reusable Material.

All items of salvageable value shall be salvaged as scrap or reusable material. All PEP, explosive materials and hazardous materials that can be successfully

recovered, reused and recycled may be recovered for use; otherwise, the material shall be treated in an environmentally safe and approved manner at Subcontractor expense.

5.3 Ammunition Demilitarization and Disposal Plan.

The Subcontractor shall prepare and submit an Ammunition Demilitarization and Disposal Plan (ADDP) in accordance with (SDRL D001).

The plan shall detail all intended actions/processes to be utilized by the Subcontractor in completing the required demilitarization tasks in accordance with this SOW. The plan will be organized in operational sequence and shall address operational, safety, and inspection requirements particular to each process/operation.

This plan shall provide as a minimum:

Purpose - State that the purpose of the plan is to identify safe and environmentally acceptable demilitarization and disposal requirements for the munitions in the Subcontract.

Item Identification - Describe the configuration of the munitions with attached illustrations, including munitions characterization documentation. Incorporate a list of all munitions contained in the Subcontract to include National Stock Number (NSN), Department of Defense Identification Code (DODIC), quantity and nomenclature.

Safety Summary - Summarize safety hazards that are unique to the munitions contained in this Subcontract, and include the precautions and procedures that must be employed during the demilitarization and disposal operations. List all hazardous materials for the munitions to be processed: Propellant, Explosives, and Pyrotechnics (PEP), heavy metals, carcinogens, etc. and the quantity of each.

Environmental Consequence - Include an analysis describing the environmental consequence of each demilitarization and disposal process, primary and alternate(s).

Demilitarization and Disposal Alternatives - List primary methods of demilitarization and disposal of the munitions contained in this Subcontract and identify any alternate method.

Demilitarization and Disposal Procedures - Describe each procedure in detail. Include step-by-step operations, safety precautions, disassembly diagrams, component and piece part tables, SPC applications (if required) and any environmental precautions.

Demilitarization and Disposal Special Tools and Equipment - Describe all special tools and equipment necessary to accomplish all procedures described.

Reference Documents - List and identify references and technical data

specifically applicable to the plan.

GD-OTS will review and provide initial comment as to the acceptability of the plan no later than sixty (60) days after submission by the Subcontractor. Subsequent comments to the plan will be provided throughout the review and comment process. Final acceptance of the plan is contingent upon the Subcontractor demonstrating to GD-OTS and the Government representatives (designated by the Procuring Contracting Officer (PCO), and the cognizant Defense Contract Management Agency (DCMA) its ability to completely demilitarize the Conventional Munitions listed in this Subcontract. This will be accomplished via on-site process demonstration(s) in accordance with the plan. After initial acceptance of the plan, any subsequent changes to the plan by the Subcontractor shall be coordinated with, and concurred by, GD-OTS and the Government as their interest may apply. Initial acceptance and subsequent changes to the plan shall be tracked by the Subcontractor and GD-OTS.

5.3.1 ADDP Format.

The following format guidelines shall be followed for all AD DP documents. The purpose of this document is to both standardize the document and ensure that all pertinent information shall be included and in compliance with DI-SAFT-81640 (21 July 03).

Preliminary pages (provided by GD-OTS):

1. Title Page - Provide a page containing the title of the plan, the MIDAS family/specific munitions covered by the plan, the current revision number and submission date.
2. Approval Page - Dated signatures of the significant Contractor/ Subcontractor personnel who created and approved the plan. As a minimum, the signature area will include the signature of the Contractor personnel responsible for safety, security, environmental and operations.
3. Change Identification Page - Provide a listing of plan changes from previous plans.

Subcontractor pages:

1. Title Page - Provide a page containing the title of the plan, the MIDAS family/specific munitions covered by the plan, the current revision number and submission date.
2. Table of Contents - Provide a table of contents for the AD DP.
3. Purpose - State the purpose of the plan, which is to identify safe, secure, and environmentally acceptable demilitarization and disposal procedures/processes for the munitions contained in the Contract.

4. Item Identification - Incorporate a table of all munitions addressed by the plan to include nomenclature, National Stock Number (NSN) and Department of Defense Identification Code (DODIC).
5. Work Breakdown Table - List a representative NSN from each DODIC to be demilled and identify each PEP/component/assembly separated during the demil process.
6. Primary Process Listing - Describe each primary demilitarization and disposal process used in the Contract, in operational sequence. List significant safety hazards associated with each process (PEP, hazardous materials, process or handling issues), including the precautions and procedures that must be included in the plan for safety.
7. Detailed Process Description - Describe the demil process from receipt of material to final disposition of all demilled components/subassemblies. Describe any alternate operations that are planned for the process. This document represents the normal Subcontractor SOP requirements used to define and control the process operations and shall include inspection requirements.
8. Safety/Decontamination Plan - Identify a decontamination plan for each National Stock Number within each DODIC in accordance with IOCP 385-1. Address all energetic and hazardous materials and create a propellants composition table.
9. Environmental Impacts - List environmental impact for each primary and alternate process. Identify waste streams generated by demil process and list disposition of each item (i.e., thermal treat, recover, recycle, etc.). State that processes utilizing ozone-depleting substances shall not be used.
10. Security Plan - Per DOD 5100.7G-M, address the security of the entire facility and any off-site storage facilities for the storage, safeguarding, handling and control of sensitive items.
11. Special/Major Tools/Equipment - Identify all special and major tools/equipment used for the demil process.
12. Validation Test (when required) - Identify any planned validation testing required for process changes.
13. Reference Documents - List reference documents applicable to the ADDP and the processes contained therein.

Appendix:

1. Include pertinent drawings, TDP data and/or sketches of each DODIC included in the demil plan, if available.

5.4 Risk Mitigation Plan.

For each entity, within each MIDAS family, the Subcontractor shall provide a Risk Mitigation Plan in accordance with (SDRL D002). The plan must identify potential problems and risks associated with the demilitarization processes and the risk mitigation plans to achieve acceptable risk levels if not eliminated entirely.

5.5 System Safety Program.

The Subcontractor shall establish and maintain a Safety Program to support efficient, safe and effective achievement of the overall objectives of the Subcontract. The Safety Program shall address the safety policies and procedures that the Subcontractor utilizes to comply with all the safety precautions for ammunition and explosives described in DFAR No. 252-223-7002.

As a minimum, the Subcontractor must:

- a) Comply with DoD Contractor Safety Manual 4145.26M as applicable.
- b) Provide a telephone report to GD-OTS within three (3) hours of a mishap involving ammunition and explosives (see Accident/Incident Report required in the Statement of Work).
- c) Follow up the telephone report with a written Accident/Incident Report (SDRL D013, PT-DID-00008, Accident/Incident Report). An investigation shall be conducted by the Subcontractor, and all findings shall be included in the final report. Additionally, based upon the severity of the mishap, GD-OTS and/or the Government may determine that a more comprehensive mishap investigation and report is desired.
- d) Comply with all federal, state and local laws, ordinances, codes and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of the Subcontract.
- e) Allow GD-OTS and/or the Government to access the Subcontractor's facilities, personnel and safety program documentation for evaluation purposes and to perform safety audits.
- f) Prior to contract award, provide GD-OTS and the Government access to the facilities, personnel and safety program documentation for the purpose of pre-award safety and security site survey pursuant to DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives, May 1994. All contractor storage and operational sites must have a Safety Plan siting accepted by the PCO prior to use under this Contract.
- g) Submit an Explosive Site Plan to GD-OTS for review and acceptance no later than five (5) days after receipt of Purchase Order (PO). No munitions will be shipped to a Subcontractor operational or storage site without an acceptable Explosive Site Plan.

- h) Comply with the requirements of DoD 4145.26M, DoD Contractor Safety Manual for Ammunition and Explosives as applicable to the Subcontractor planned process and/or operations.
- i) Train/certify employees for this effort, in compliance with DoD 4145.26M and applicable laws and regulations.

5.6 EX Number and Classification.

All Explosives and Explosive Items must possess an EX Number and Hazard Classification before such materials can be scheduled for shipment.

The Subcontractor is responsible for obtaining EX Numbers and Hazard Classifications from the Department of Transportation (DOT) (per the Code of Federal Regulation Title 49, Part 173, Sections 57 through 60) in time for initial shipment. A copy of the response letter from the DOT shall be provided to GD-OTS.

If the Subcontractor does not have the necessary EX Number readily available, a timeframe to obtain the EX Number and Hazard Classification must be provided in writing to GD-OTS.

6.0 OPERATIONS

6.1 Receiving.

All ammunition lots delivered to the Subcontractor pursuant to this SOW shall be subject to physical inventory control procedures contained in DoD-4140.35, Physical Inventory Control of DoD Supply System Material, and AR 725-50 with Interim Change I01 - Requisitioning, Receipt, and Issue System. Upon receipt, a check shall be made by the Subcontractor to verify that all items shipped or delivered have been received. Any discrepancies shall be reported to the GD-OTS Subcontract Administrator and the cognizant DCMA representative within 48 hours to the Report of Discrepancy (RoD) section of the Demil database, with a follow-up report in writing. The report must contain as much information relative to the discrepancy as possible and will be verified by the DCMA representative.

6.2 Receipt Information Entry.

Upon receipt of ammunition, the following information will be entered into the Demil database.

- a) Date of receipt
- b) Manufacturer's Lot Number received
- c) Quantity received per NSN, Condition Code and Government Storage Site
- d) Administrative Lot Number assigned
- e) Material Discrepancy Report (Quantity, Lot Number, NSN, GBL Number) or (N/A)

6.3 Storage.

Warehousing/Storage and Material handling shall be in accordance with DoD 4145.19-R-1, Chapter 5, Section 2.

Ammunition Storage Plan - An Ammunition Storage Plan shall be maintained in accordance with DOD 4145.19-R-1, Chapter 5, Para. 5-209 and shall include the following:

Site Planographs - Site planographs or equivalent records identifying individual storage locations, the allowable explosive limit, the current amount of explosives in the site, storage by manufacturer's lot number/DODIC/nomenclature, storage within the structure on a standardized grid pattern and other information required to clearly identify the stored material.

Master Storage List - A list of all storage location site planographs or equivalent records. The list must include current information to allow easy identification of all stored material in the contract.

Storage Controls - Subcontractor shall have procedures to demonstrate that storage locations meet the contractual safety and security requirements for material storage.

Inventory Control - Subcontractor shall have procedures to control and monitor the storage, movement and processing of contract material. The system must be capable of identifying the current status and location of the contract material on a daily basis.

6.4 Demilitarization.

Ammunition removed from storage for demilitarization will be processed on a lot by lot basis. Each lot must be identified and documented so that when disassembly operations are completed, the Subcontractor can make a decision regarding component quality and eligibility for reutilization/recycling. This lot identification becomes of particular importance in the demilitarization of propellant and in determining propellant stabilizer content. Lots which arrive at the Subcontractor's site without distinguishable lot identification, or mixed lots comprised of ammunition from varied sources, can be assigned an administrative lot number prior to processing for resource recovery.

6.4.1 Processing Start Up.

The Subcontractor shall initiate the processing of Government assets in accordance with the procedure detailed below.

After successful completion of Process, Safety and Security and Quality Systems analysis, which may or may not include on-site walk-throughs, Site Safety Plan review, Process Hazard Analysis review, the Subcontractor will be added to the GD-OTS Qualified Supplier List (QSL). US Government assets will be delivered for demilitarization after the Site Safety Plan has been approved by GD-OTS and

accepted by JMC .

If applicable, an Engineering Test Plan (D0025), which requires approval from GD-OTS, will be required prior to initial equipment testing. Limited testing of the process may commence after written GD-OTS approval as defined in the Engineering Test plan prior to the acceptance of the ADDP.

The Subcontractor shall submit an ADDP (Ammunition Demilitarization and Disposal Plan) (SDRL D001). Approval of the Subcontractor's ADDP shall be completed prior to initial demilitarization. After approval of the ADDP, Low Rate Production will be granted to the Subcontractor.

Once the ADDP has been accepted by GD-OTS, GD-OTS will perform a "Process Walk-through" After Approval of the GD-OTS Process Walk-through, 'Less than Full Rate' Production will be granted in writing to the Subcontractor. Note: The actual rate of production is granted by GD-OTS

After the Subcontractor has been operating for at Less Than Full Rate of Production, a USG walk-through will be performed. Once the ADDP and Walk-through have been accepted by the USG, Full Rate Production will be granted in writing by GD-OTS.

Subcontractor Action -----	Approval from -----	Result of Approval -----
GD-OTS Site & Plan Reviews	GD-OTS	Subcontractor added to QSL
Engineering Test Plan submitted	GD-OTS	Limited Testing - Test Rate
ADDP submitted	GD-OTS	Low Rate Production
GD-OTS Walkthrough	GD-OTS	'Less than Full Rate' Note: The actual rate of production is dependant on the Subcontractors skill level.
USG approval of ADDP	JMC	
USG Walk-through	JMC	Full Rate production

Definitions:

Full Rate Production - Demil processing rate defined by the Subcontractor and included in the associated Demil Plan. If the rate is not known it must be estimated prior to commencement of the process.

Low Rate Production - 50% or less than Full Rate production.

Unless specifically addressed in writing from GD-OTS Subcontracting Department, the approved Production Rate at the Subcontractor shall not increase.

6.5 Processing Information Entry.

During ammunition processing, the following information will be entered into the Demil database:

1. Date of entry
2. Administrative Lot Number
3. Quantity of items demilitarized since last data entry
4. Excess Material Produced (type, quantity, Subcontractor to recycle or dispose)
5. HPLC Test Data for propellant or expulsion charges
6. Excess Material Sold (type, quantity, Subcontractor to recycle or dispose, Hazardous Waste Manifest (Y/N), condition of salvage materials, if applicable (3X or 5X))

Enter the following into the Demil database on a monthly basis:

1. Results of external reviews, audits, inspections
2. Summary of Closed Disposal Processes - Include description of each item/component/material, Closed Disposal Process(es) utilized (e.g. R3, Destructive, Reutilization, Waste Stream Treatment, Landfill) by percentage. Annotate how and for what purpose an item/component/material was recycled/reused. Include information on the end user of the recycled/reused item/component/material.)

6.6 Demilitarization Descriptions.

HPLC testing of propellant shall be required as applicable.

6.6.1 HE Bombs.

Destroy, neutralize or recycle the PEP filler utilizing a process(es) which will meet the requirements of demilitarization. Significantly deform the fuze cavity threads or remove the baseplate by other than normal disassembly (such as sawing or grossly deform empty bomb body).

6.7 Propellant Requirements.

The Subcontractor shall test each manufacturing propellant lot/index number to accurately determine the level of Remaining Effective Stabilizer (RES) using the High Pressure Liquid Chromatography (HPLC) testing method. Near Infrared (NIR) testing may be accepted by GD-OTS for use as a screening method for determining which propellant lots require HPLC testing. Testing for RES will be conducted as soon as possible. Propellant recovered from pull-apart and/or downloaded munitions will be tested within one week of recovery (generation) of the propellant. The requirements to test for effective stabilizer may not be sufficient to determine if or when a specific manufacturing lot of propellant might become unsafe. It is the responsibility of the Subcontractor to determine what level of risk they are willing to accept and what combination of

tests and practices in addition to those required by this section will provide a sufficiently high confidence level.

The Subcontractor shall keep all propellant recovered from a disassembly/demilitarization operations separate by propellant type and manufacturing lot number/index number until stability testing has been completed to determine risk and disposition.

The Subcontractor shall report the RES test results for all manufacturing lot numbers/index numbers to the GD-OTS Demil database. Lots with test results less than .20 percent Effective Stabilizer will be reported within 5 days to GD-OTS, and a comprehensive list showing the results for each manufacturing propellant lot will be provided to GD-OTS monthly. Test results will be provided within one month from the date of testing in accordance with Data Item Description (DID) DI-NDTI-80809B.

Manufacturing lot numbers/index numbers with less than .20 percent effective stabilizer will receive priority for processing. Lots with the lowest levels of RES will be processed first.

The Subcontractor shall report the results of HPLC propellant stability analysis in accordance with SDRL D024, DI-NDTI-80809, Propellant Stabilizer Analysis. The HPLC analysis results shall be documented by the propellant lot number.

7.0 QUALITY ASSURANCE

7.1 Quality System.

The Subcontractor's Quality System must be capable of meeting the requirements of ISO 9002 or its equivalent. This capability shall be verified through a third party registration or a documented self-assessment, element by element, to be submitted to and approved by GD-OTS in accordance with (SDRL D017).

7.2 Quality System Plan.

The Subcontractor shall develop, and submit for approval by GD-OTS, a Quality System Plan in accordance with SDRL D018, DI-QCIC-81449. The detailed inspection plan shall include allowance for compliance with AMC-R-755-8 Authorizing, Accomplishing and Reporting Demilitarization of Class V Material, Paragraphs 3-11 and 3-12. The plan shall also address the decontamination process of contaminated scrap and metal components/material generated from demilitarization in accordance with IOCP 385-1.

7.3 Tests and Audits.

GD-OTS, or the Government as their interest may apply, may at any time have reasonable tests and/or audits performed to determine the effectiveness of the Subcontractor's process in accomplishing the stated objectives of removal of explosive contamination from ammunition components and removal of hazardous

materials and/or contaminants from packing materials.

7.4 Equipment Calibration.

The Subcontractor shall maintain a calibration system and list all equipment in accordance with ANSI/NSCL Z540-1, or ISO 10012-1, or equivalent as applicable to the approved plan/processes.

7.5 Government Property.

7.5.1 Government Material.

The Subcontractor shall maintain a material control system in accordance with FAR 52.245-2 to assure adequate control of Government Furnished Material. Metal pallets and metal pallet adapters shall be returned by the Government to the owning military service.

7.5.2 Government Equipment.

The Subcontractor shall maintain control of Government property in accordance with Federal Acquisition Regulation (FAR) 45.5, the applicable Government property clauses incorporated by reference in the Purchase Order, and in accordance with this SOW. Additional property management guidance can be found in the Department of Defense Federal Acquisition Regulation Supplement (DFARS) Part 245.5.

An annual physical inventory of Government property accountable to GD-OTS shall be conducted. A copy of the results of the inventory shall be provided to GD-OTS.

The Subcontractor shall submit a written request to GD-OTS before repairing, modifying, or replacing Government property accountable to GD-OTS.

Reports of Government property accountable to GD-OTS prime contracts, as required by FAR 45.505-14, shall be provided to GD-OTS no later than October 15 of each calendar year. The information should be submitted on a DD Form 1662, "DOD Property in the Custody of Contractors", as required by DFARS 252.245-7001.

When reporting unserviceable Government furnished material on Form SF361, SF363, or SF368, provide copies to GD-OTS.

As per FAR 45.505-1, the Subcontractor's property control records shall provide a complete, current, auditable record of all transactions and should include at least the following:

- a) Name, description, and National Stock Number (if furnished by the Government or available in the property control system)
- b) Quantity received (or fabricated), issued, and on hand
- c) Unit price (original acquisition cost) and annual rental cost

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- d) Unit of measure
- e) Contract number or equivalent code designation
- f) Location
- g) Disposition
- h) Posting reference and date of transaction

Government property accountable to GD-OTS under this contract shall be used only for purposes specified in this contract and shall not be used in the performance of work associated with any other contract.

The Subcontractor shall investigate and report to GD-OTS all instances of loss, damage or destruction of Government property.

The Subcontractor shall provide an inventory of all remaining Government furnished material, including parts, subassemblies and completed assemblies within 30 days of final shipment.

Excess and scrap Government furnished material shall be processed as per FAR 45.6.

When material is furnished by the Government in support of this SOW, the Subcontractor's procedures shall include at least the following:

- a) Examination upon receipt, consistent with practicability to detect damage in transit
- b) Inspection for completeness and proper type
- c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage
- d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation
- e) Identification and protection from improper use or disposition
- f) Verification of quantity

7.6 Statistical Process Control.

The Subcontractor shall include points at which statistical process control, if any, will be implemented and indicate the nature of the variables being monitored in the Demilitarization and Disposal Plan.

7.7 Surveillance Inspection.

The Subcontractor shall provide for inspection by GD-OTS and the Government Quality Assurance Representatives, or their designated representatives, to substantiate demilitarization acceptance. The Subcontractor shall notify GD-OTS, and the Government Quality Assurance Representative that normally services their facility, to schedule inspection at the Subcontractor's

facility. The Subcontractor shall provide sufficient notice to GD-OTS and the Government QAR to allow arrangements to be made to support the Subcontractor's required inspection activity. In the case of the Government inspection, GD-OTS will, upon notification from Subcontractor, work with the Government to resolve any issues.

7.8 Allies in Excellence Program.

Participation in the GD-OTS Allies In Excellence Program is authorized through a signed Memorandum of Understanding (MOU) between the Subcontractor and GD-OTS. The terms of the Allies In Excellence Program apply only to those Purchase Orders specified on the MOU. Subcontractors approved for participation in the program shall comply with all requirements of the Purchase Order, MOU, and SOW. Certificate of Destruction (COD) documentation shall bear the Allies In Excellence stamp. These data items shall be submitted under their individual data requirements in accordance with this SOW.

Approved Allies In Excellence Subcontractors may request to continue in the program as new or additional Purchase Orders are issued. An updated MOU specifying the effective Purchase Order number(s) must be signed by both parties. Written requests for continuation must be submitted and approved by GD-OTS prior to the start of production for which the Allies In Excellence Program provisions are to apply.

7.9 Hazard Classifications/Interim Hazard Classifications.

The Subcontractor shall obtain and pay for hazard classification or interim hazard classifications to ship materials resulting from demilitarization and disposal processes.

7.10 Government Furnished Material (GFM).

Ammunition shipped to a Subcontractor's site(s) will be shipped at Government expense, by the most economical means possible, unless other agreements have been made. For those items shipped at the government expense the method of transportation will be determined by the Government, which may include motor vehicle and/or rail transportation for shipments within the continental United States (CONUS). GFM shipped outside of the continental United States (OCONUS) will be delivered in twenty-foot intermodal containers and may use a combination of vessel, rail and motor vehicle transportation for delivery to the subcontractor's site(s). The Government may also employ the services of a freight forward to facilitate delivery of GFM CONUS and OCONUS.

8.0 EXECUTION

The materials listed in the Purchase Order are excess and/or obsolete munitions; therefore, complete Technical Data Packages may not be available. GD-OTS is under no obligation to provide technical data in support of this effort but will utilize its best efforts to obtain such technical data as the Subcontractor may reasonably request from time to time. The Subcontractor will

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provide all required technical data such as end item drawings, major component drawings, and any associated characterization data, as necessary.

The "Demilitarization Technical Data Package" provided by GD-OTS is the compilation of all available technical information from the Government. No additional technical data should be expected from GD-OTS or the Government.

Packing material contaminated with explosive/energetic material shall be treated to remove all explosive/energetic material prior to reuse/resale. If the packing materials are contaminated and not salvageable, they will be disposed of in accordance with the applicable regulations.

Explosive/energetic contaminated scrap and metal components/material generated from the demilitarization of the Conventional Munitions will be treated/decontaminated utilizing a Subcontractor process that will render them non-explosive, chemically stable, and otherwise harmless to the environment.

Scrap and metal components/material which may be released to the general public will meet the "XXXXX" (five X), decontamination degree of IOC PAM 385-1 Classification and Remediation of Explosive Contamination, as defined by the Subcontractor in the Subcontractor's Ammunition Demilitarization and Disposal Plan required by this SOW.

Explosive-contaminated solid waste material, if any, shall be collected, placed in closed containers, and expeditiously removed within ninety (90) days from the areas for treatment and/or disposal.

Hazardous Component Safety Data Sheets (HCSDS) may be available for items and/or components listed in this solicitation. HCSDS inquiries should be directed through the GD-OTS Subcontracts Manager. (These requests will be forwarded to the Procuring Contracting Officer, Operations Support Command Demil Program office, AMSIO-SMK-D.)

Government Furnished Material (GFM) Ammunition shipped to a Subcontractor's site will be shipped at either GD-OTS or Government expense unless agreed otherwise, based on the most economical method of shipment and with available historical data, which may include Ammunition Data Cards, DD Form 1650 and/or Depot Surveillance Records, DA Form 3022-R. Due to the age and/or storage back ground of some of the assets, no historical data may be available. GFM deliveries are expected to commence approximately ninety (90) days after contract award.

The Government Furnished Material listed in this subcontract is excess and/or obsolete munitions in the Resource Recovery Disposition Account. These assets range in physical condition from "like new" to unusable for their original intended purpose (Condition Codes A, B, C, E, F, G, H, and/or L as detailed in SB742-1). Neither GD-OTS nor the Government guarantees the physical, chemical, dimensional or performance characteristics of any or all assets contained in this solicitation.

8.1 Recycling.

Decontamination to a "XXX" (three X) degree is permitted for material to be recycled when the recycler is "Knowledgeable" of the contaminant(s) involved and the material will not be released to the general public without prior additional processing to a "XXXXX" (five X) degree. "Knowledgeable" is a qualifying condition to restrict locations to which an item can be sent and refers to the ability of the receiver to handle the contaminant(s) involved, as defined in IOC PAM 385-1 ("Qualified").

9.0 DISPOSITION OF RECOVERED COMPONENTS AND MATERIALS

9.1 Creation of Certificate of Destruction (C of D).

Upon completion of the demilitarization of the Government furnished ammunition per the approved Demilitarization and Disposal Plan, the Subcontractor will submit, for signature approval, the Government's source inspection (if applicable), and/or their respective Quality Assurance Representative will submit a Certificate of Destruction in accordance with (SDRL D005) that documents the quantity of rounds demilitarized. The Certificate of Destruction will be in Demil Database format, the content of which will be agreed to between GD-OTS and the Subcontractor, and will be the basis of accounting for all rounds demilitarized. The Certificate of Destruction will contain the following statement: "I certify that the items herein have been subjected to an approved process and inspection by me or qualified inspectors under my supervision and contain no material of a hazardous or explosive nature, except for (fill in the specific items/ materials), in which case these items/materials are of known stability or composition and are safe for handling, transportation, storage, and processing. (fill in the specific items/materials) will be dispositioned in accordance with the approved Demilitarization Plan." Copies of any associated Certificate of Destruction, including any Subcontractor Certificate of Destruction, shall accompany invoices submitted to GD-OTS.

9.2 Material Ownership.

Title to all the recovered components and material arising out of the demilitarization of the Government furnished ammunition shall pass to the Subcontractor upon completion of demilitarization in accordance with paragraph 9.1 the C of D from GD-OTS for that material and/or component. At that point, the Subcontractor assumes complete responsibility and liability for the disposition of the components and material and for the completion of all other required demilitarization operations as documented in the approved demilitarization plan/procedure.

9.2.1 Metal Pallet Return.

The Government intends to return metal pallets and metal pallet adapters to the owning Military Service.

Application:

Metal pallets and metal pallet adapters used in the Government delivery of ammunition assets scheduled for demilitarization to CONUS locations. This provision does not apply to pallets delivered OCONUS.

Process:

The Subcontractor shall set aside all metal pallets and metal pallet adapters used in the Government delivery of ammunition assets scheduled for demilitarization and request disposition instructions from DCMA. The Subcontractor shall coordinate with DCMA to facilitate full truck or railcar loads. Treat pallet return in the same fashion as if it were a supply item FOB origin. In setting the material aside, the Subcontractor shall only perform temporary storage and assistance to load pallets on designated transportation unless otherwise mutually agreed with the Government. The Government will not require inspection, cleaning, sorting or specialized storage facilities or other handling.

Abandonment:

- a) Metal pallets and metal pallet adapters may be abandoned in place at any time by written notice of the Procuring Contracting Officer.
- b) Metal pallets and metal pallet adapters will be considered abandoned in place if the Government does not remove the material within 120 calendar days after Subcontractor's notice to DCMA for pickup.

9.3 Identification of Materials/Components.

Any and all components and material recovered for resale shall not be identified as meeting any Government standards.

9.4 Resale of Components.

All metallic components (excluding mutilated/inert scrap), explosives and propellant offered for resale shall be to licensed/permitted buyers, as applicable, and shall require End Use Certification, a copy of which is to be submitted to GD-OTS (SDRL D006), as a condition of the sale.

9.5 End Use Certificate.

End Use Certification in accordance with (SDRL D006) shall consist of a signed statement from the purchaser as follows: "It is hereby certified that _____ will comply with all applicable federal, state, and local ordinances and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws. The material is prohibited from military reuse unless GD-OTS approves. This certification is made in accordance with and subject to the penalties of Title 18, Section 1001 of

the United State Code, Crimes and Criminal Procedures or equivalent".

The following information shall be included on the End Use Certificate: subcontract number, description of material, and quantity or weight being sold. The End Use Certificate shall be signed and dated by an authorized representative of the purchaser with their name and title printed on the certificate.

9.6 End Use Certificate Retention.

The Subcontractor shall retain End Use Certificates, and make them available to GD-OTS and the Government as evidence that all energetic material has been dispositioned within the twelve (12) month requirement. Subcontractor shall implement a system for monitoring the progress of this requirement.

9.7 Disposition of Energetics.

Final disposition of recovered material shall be completed within twelve (12) months from the date of generation. Final disposition includes, but is not limited to, treatment, sale recycling, resource recovery, and similar activities other than storage. Subcontractor shall set up a system for monitoring progress toward achieving this requirement.

9.8 Material Safety Data Sheets.

The Subcontractor shall generate Material Safety Data Sheets (MSDS) as applicable and in accordance with (SDRL D007), a copy of which is to be furnished to GD-OTS, upon request, in accordance with 29 CFR 1910.1200, for the hazardous/energetic material that will be sold to qualified buyers.

9.9 Inert Certification.

All metallic scrap and packaging/packing material generated by the demilitarization process(es), and offered for resale, will require inert certification as a condition of sale.

Inert Certification will consist of a statement by a technically trained and qualified individual as part of the sales documentation as follows:
"I, _____, certify that the item or items have been inspected by me and, to the best of my knowledge and belief, contain no items of a dangerous or hazardous nature".

9.10 Decontamination.

PEP contaminated scrap and metal components/material generated from the demilitarization of the Conventional Munitions will be treated/decontaminated utilizing a contractor process that will render them non-explosive, chemically stable and otherwise harmless to the environment.

Scrap and metal components/material which may be released to the general public will meet the "XXXXX" (five X) decontamination degree of IOC PAM 385-1. The

contractor's ammunition demilitarization and disposal plan as required by Section 5.4 of this SOW will cover decontamination levels.

Decontaminating scrap and components to a "XXX" (three X) degree is permitted for material to be recycled when the recycler is "Knowledgeable" of the contaminant(s) involved and the material will not be released to the general public without prior additional processing to a "XXXXX" (five X) degree. "Knowledgeable" as defined in IOC PAM 385-1.

10.0 SPECIAL REQUIREMENTS

10.1 Management Reviews and Reports.

Program Management Review. The Subcontractor shall conduct a kickoff review forty-five (45) days after contract award (ACA) to demonstrate an understanding of the work requirements; and conduct or participate in successive management reviews starting 180 days ACA and every 180 days thereafter until contract close to review progress of the Subcontractor. Presentations shall be in Subcontractor format with agenda provided thirty (30) days prior to the meeting for GD-OTS review and approval. Meeting site shall be mutually agreed upon between GD-OTS and Subcontractor. The Subcontractor shall prepare minutes and distribute in electronic format no later than ten (10) days after completion of the meeting. Exact meeting time, date and place will be determined by mutual agreement. As part of the initial sixty (60) day Work Kick Off Meeting and subsequently the PMRs, the Subcontractor shall submit an Integrated Master Schedule per tailored DI-MISC-81183A, which shall include major or critical Subcontractor program activities, key events and milestones. These PMR's will be conducted alternately between the Subcontractor's and GD-OTS facility. The subcontractor shall be prepared to conduct the first PMR, at the Subcontractor's facility, no later than sixty (60) days after receipt of contract award.

Demil Progress Report. Subcontractors shall prepare a Monthly Progress Report to include the following information:

1. Subcontractor name
2. Contract number
3. Item (nomenclature)
4. Quantity of rounds on contract
5. Quantity of rounds demilitarized for the reporting period (by MIDAS family)
6. Cumulative total by MIDAS Family for the basic/option
7. Scheduled completion date
8. Individual responsible for the report
9. Submission date
10. Results of external reviews, audits, inspections
11. Summary of Closed Disposal Processes:
Include description of each item/component/material, Closed Disposal Process(es) utilized (e.g. R3, Destructive, Reutilization, Waste Stream Treatment, Landfill) by percentage. Annotate how and for what purpose

an item/component/material was recycled/reused. Include information on the end-user of the recycled/reused item/component/material.

The Subcontractor shall submit the Demil Progress Reports by the first (1st) day of the following month and report only the quantity completely demilitarized. Provide this report each month during the entire basic/option performance period(s). See Section I, FAR clause 52.242-2 and (SDRL D008).

The Subcontractor shall promptly submit a DD Form 375, reporting any delay in the scheduled delivery or completion as soon as known or anticipated.

10.2 Security.

Prior to the award of the contract, the Subcontractor shall allow the Government access to their facilities, personnel and security documentation for the purpose of performing a pre-award security site survey, pursuant to DoD 5100.76-M.

The Subcontractor shall comply with the security requirements of DoD 5100.76-M for storage, safeguarding, handling and control of sensitive items. All items designated as sensitive and assigned a risk category IAW DoD 5100.76-M retain such status until such time as demilitarization has been accomplished. This also applies to recovered components, if they have an assigned risk category.

The Subcontractor shall have only one security plan for the facility as required by DoD 5100.76-M. This plan shall address security of the entire facility. Security requirements for AA&E procedures and processes shall be addressed in the facility security plan. In the event storage is at a separate facility from where demilitarization occurs, the subcontractor shall develop a facility security plan for the storage site as well as the processing site. The subcontractor shall be responsible for communication between sites and keeping aware of security requirements. The subcontractor shall address transportation issues dealing with AA&E between sites in security site plan.

10.3 Environmental.

The Subcontractor shall accomplish demilitarization and disposal in an environmentally safe manner and in compliance with all federal, state and local environmental laws and applicable regulations. The Subcontractor shall exercise vigilance to ensure awareness of changes in current federal, state and local regulations in order to be in compliance at all times.

The Subcontractor shall ensure that any hazardous waste generated by the demilitarization process is disposed in an environmentally safe manner. The Subcontractor shall submit documentation to GD-OTS to certify destruction of the waste. The documentation shall be in subcontractor format and include, as a minimum, a copy of the manifest and the name, location, the applicable federal/state identification of the company/organization responsible for disposal of the waste, the disposal date and a statement certifying disposal.

11.0 SUBCONTRACTOR SHIPPING

11.1 OCONUS Shipping.

If the subcontractor elects to conduct destructive demil treatment operations (without a recycling initiative) Outside the Continental United States (OCONUS), then the ammunition item will be shipped as a Waste Military Munition (WMM). The subcontractor shall be responsible for providing to the Government, the paperwork, process and/or procedures required to obtain the regulatory approval to export WMM to the subcontractors demil facility.

The subcontractor shall contact the appropriate regulatory official(s), in advance, and identify what paperwork is required to be submitted to obtain permission or consent to export WMM to their OCONUS demil facility, how the paperwork is required to be completed, and to whom the paperwork will be submitted for approval (name, address, phone, and fax numbers) and when the paperwork will need to be submitted for processing to support shipment dates. The subcontractor is responsible for staying abreast of changes in personnel or procedures that may effect the timely processing of documents to export WMM to their demil facility by the required shipping date.

The subcontractor is responsible for any license(s) or export fee(s) for the approval to export WMM to their OCONUS demil facility.

The government will prepare and submit the required documents as the waste generator, required for OCONUS shipments per the subcontractor's direction.

12.0 DEMIL DATABASE

12.1 Demil 2000 Database.

GD-OTS intends to incorporate a well-structured Tracking and Information System for the life of the subcontract to control and maintain status of the demilitarization activities. Munitions for demilitarization will be released over the life of the subcontract by Purchase Order Change Orders. Each Change Order will identify the munition's unique item types by quantity and ship-from location. The unique item types will be delivered to the various Demil locations appropriate to that unique item type MIDAS family. Status of unique item types will be required, by specific quantity, when items complete demilitarization and at the final disposition of components. Status will be required at least weekly and monthly as specified in the following paragraphs.

12.2 Demil Database System Requirements.

The Tracking and Information System will be an Internet-based system capable of interaction from a variety of sites. The System will be implemented on a

Subcontractor supplied computer. A website will be implemented to provide a mechanism to input the data and review status of the program. The site will be password protected, as well as have secure transmission capability. Limited access will allow Government Storage Facilities and the Subcontractor to enter data relative to their specific site; access to other data shall be on a read-only and need-to-know basis.

12.3 Responsibility of the Parties.

GD-OTS has complete responsibility for the development, prove-out, system maintenance and database backup. The Subcontractor will supply and maintain computer capability that supports a high-speed Internet connection for handling the anticipated loads of the website. The Subcontractor shall also provide a reasonable level of personnel to support the anticipated data input requirements.

13.0 ENGINEERING TESTS.

Major changes to a demil process must be carefully designed. A Process Hazard Analysis and an Engineering Test Plan to validate the process prior to implementation shall be required.

13.1 Engineering Test Plan.

The Subcontractor shall submit an Engineering Test Plan to GD-OTS for review two (2) weeks prior to execution of the test, in accordance with (SDRL D025). The Engineering Test Plan must include the following minimum information: identify the quantity and types of items to be consumed in the test, describe the current process, describe the need for process change, describe the alternate process, and describe the benefits. A Process Hazard Analysis shall accompany the Engineering Test Plan. GD-OTS will provide feedback to the Subcontractor within one (1) week of the Engineering Test Plan submittal to either 1) proceed, 2) clarify or provide additional information, 3) Gov't approval required and response time from JMC, or 4) the test is not recommended.

13.2 Continual Process Improvement.

The Subcontractor is encouraged to seek Continuous Process Improvements (CPI) to enhance process safety and efficiency, improve worker safety and reduce operational cost. The purpose of CPI is to modify an existing part of the process or to develop new process steps from lessons learned in the initial processing activities. These process modifications are generally proven through an "Engineering Test". The set up of an Engineering Test requires management of change, as it relates to an explosive process in which safety is paramount.

Another means of process improvement is through the Value Engineering procedure per FAR 52.248-1 (Feb 2000).

14.0 ENVIRONMENTAL HEALTH AND SAFETY.

14.1 Process Hazard Analysis.

The Subcontractor shall submit a letter (SDRL D012) verifying that Process Hazard Analysis (PHA) for processes being utilized and material handling techniques have been completed. Notification of PHA updates shall be provided when warranted, based on changes in the process. PHAs shall be available for review at the Subcontractor's site and stated as such in the submittal letter mentioned above.

14.2 Accident Incident Report.

All reportable mishaps shall be reported to GD-OTS in accordance with (SDRL D013) and the most recent revision of the "Rapid Response and Mishap Reporting Plan".

14.3 Notification of Intent to Subcontract.

The Subcontractor shall submit a Notification of Intent To Subcontract in accordance with (SDRL D014) and identify the place of performance of all ammunition and explosives work covered by this Subcontract within the Ammunition Demilitarization and Disposal Plan. The Subcontractor agrees not to change the place of performance of any portion of the work covered by this Subcontract without the prior written approval of GD-OTS. GD-OTS shall grant approval only if there is enough time for GD-OTS and/or the Government to perform necessary safety reviews, if deemed appropriate by GD-OTS or the Government, on the proposed place of performance.

14.4 Notice of Violation.

Any Notice of Violation received by the Subcontractor from environmental regulatory agencies shall be submitted in writing to GD-OTS in accordance with SDRL D015. Follow-up negotiations, corrective actions, and compliance agreements documentation will be provided to GD-OTS. In addition to any requirements listed in this subcontract, the Subcontractor shall comply with the following additional requirements, as applicable:

AMC-R-755-8 Authorizing, Accomplishing and Reporting Demilitarization of Class V Material

14.5 Hazardous Waste Disposal Certification.

The Subcontractor shall ensure that any hazardous waste generated by the demilitarization process is disposed of in an environmentally safe manner. Documentation is required to be submitted to GD-OTS Data Management in accordance with (SDRL D016) to certify destruction of the waste. The documentation shall include, as a minimum, a copy of the manifest and the name, location, the applicable federal/state identification of the company/

organization responsible for disposal of the waste, the disposal date and a statement that certifies disposal. All disposal operations will be performed in accordance with all applicable federal, state and local environmental laws and regulations.

15.0 PERFORMANCE

15.1 Performance/Schedule Impact Reports.

The Subcontractor shall report to GD-OTS any significant developments that are expected to affect contract performance/schedule, whether favorable or unfavorable, with emphasis on problems encountered and solutions planned or proposed, identifying the area of responsibility relative to the Subcontractor or GD-OTS and, if applicable, GD-OTS' customer. This shall be reported to GD-OTS' Subcontract Administrator by telephone, fax or wire communication within twenty-four (24) hours of discovery of the occurrence, followed by a confirming written report within five (5) working days in accordance with (SDRL D023).

15.2 Program Status Review.

In an effort to most effectively accomplish the resultant subcontract, GD-OTS intends to conduct periodic Program Management Reviews (PMRs) with the Subcontractor and the Government in accordance with (SDRL D020). Subcontractor costs associated with these reviews are to be included in the unit price of the munitions associated with this Subcontract.

A kickoff review with the US Government to demonstrate work requirement understanding will be conducted within sixty (60) days of contract award.

The Subcontractor shall report on activities associated with performance under this Subcontract in PMR meetings, to be held every 180 days throughout the performance of this subcontract. The purpose of the PMR will be to review cumulative performance and assess status in all pertinent areas of the Subcontract. The meetings will be oriented toward keeping top management of both the Subcontractor and GD-OTS informed of schedule and production progress to date, and of actual and potential problems. PMR attendance shall be kept to a minimum. An agenda, in Subcontractor format, shall be submitted at least thirty-five (35) working days prior to the PMR. Within five (5) working days following each PMR, the Subcontractor shall prepare and submit minutes in Subcontractor format. These minutes shall include a list of all action items, response dates and responsible organizations.

15.3 Production Status Reports.

The Subcontractor shall provide Monthly Status Reports, prepared by Subcontractor (preferably in Excel), in accordance with (SDRL D021). These reports shall comment on progress made since the last report, including but not limited to schedules, planned tests and reviews, issues associated with safety and human factors, logistics, hardware, Customer Furnished Material or Subcontractors. Production Status Reports, for the period from the first day

of one month to the first day of the following month, are to be received by GD-OTS by the third (3rd) day of the month, starting the month after the first full month after Contract award.

15.4 Place of Performance.

For each of the families of ammunition and their explosive components specified in the Requirements Section of this statement of work, the Subcontractor shall designate the actual place of performance in accordance with (SDRL D022) (demilitarization) by company name and address, and shall further provide for each such location, the availability of rail facilities. If the location has a private rail siding, provide name of rail carrier serving it. If no private rail siding is available, provide name and address of nearest freight station and serving carrier. The Subcontractor must notify GD-OTS, in writing, of any changes to the place of performance. GD-OTS must acknowledge and concur with the change of location prior to facilitization and demil start up. Any change in demil location may require re-qualification of the demil process.

16.0 SUBCONTRACTOR MANPOWER

16.1 Subcontractor Manpower Reporting.

The office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the subcontractor will report ALL subcontractor manpower required for the performance of this contract, in accordance with SDRL D026. The subcontractor is required to completely fill in all of the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes:

1. Subcontracting Office, Subcontracting Officer, and Subcontracting Officer's Technical Representative.
2. Contract number, including task and delivery order.
3. Beginning and ending dates covered by reporting period.
4. Subcontractor name, address, phone number, email address, identity of subcontractor employee entering data.
5. Estimated direct labor hours.
6. Estimated direct labor dollars paid this reporting period.
7. Total payments.
8. Predominant Federal Service Code (FSC) reflecting services provided by subcontractor.
9. Estimated data collection cost.
10. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity.
11. Locations where the subcontractor perform the work.
12. Presence of deployment or contingency contract language.
13. Number of subcontractor employees deployed in theater this reporting.

As part of its submission, the subcontractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement.

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Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reports by 31 October of each calendar year.

Subcontractors can provide this data directly to GD-OTS, use a direct XML data transfer to the database server, or fill in the fields on the website. The XML direct transfer is a format for transferring files from a subcontractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

17.0 SPECIAL INSTRUCTIONS

17.1 Security Plan

The subcontractor shall furnish to GD-OTS a written "Security Plan" that includes Security Standing Practice Procedures (SPP) for all assets delivered for storage or processing. The plan must describe the security measures in place at each storage or processing location (Site Specific Plans). This SPP plan must be available at the subcontractors' facilities for periodic GD-OTS and Government review and assessments.

17.2 MIDAS Families

- HE Bombs

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 1 OF 10
DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D001
2. DATA ITEM NO.: DI-SAFT-81640
3. TITLE/DESCRIPTION: AMMUNITION DEMILITARIZATION AND
DISPOSAL PLAN (ADDP)
4. SOW REFERENCE: 5.3 & 6.4.1
5. APPROVAL REQUIRED: APPROVAL IS REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: 60 DAYS AFTER AWARD
8. SUBMISSION FREQUENCY: SEE REMARKS
9. REMARKS:

SUBMIT INITIALLY AND EACH REVISION

=====
1. SDRL SEQUENCE NO.: D002
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: RISK MITIGATION PLAN
4. SOW REFERENCE: 5.4
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: 30 DAYS AFTER AWARD
8. SUBMISSION FREQUENCY: SEE REMARKS
9. REMARKS:

SUBMIT INITIALLY AND EACH REVISION
MAY BE INCLUDED IN THE ADDP (SDRL 001)

=====
T: B V: NDM-03

GD-OTS-EPA508

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 2 OF 10

DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D005
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: CERTIFICATE OF DESTRUCTION
4. SOW REFERENCE: 9.1
5. APPROVAL REQUIRED: APPROVAL IS REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS
8. SUBMISSION FREQUENCY: AS REQUIRED
9. REMARKS:

DUE UPON COMPLETION OF DEMILITARIZATION

=====
1. SDRL SEQUENCE NO.: D006
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: END USE CERTIFICATION
4. SOW REFERENCE: 9.4 & 9.5
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS 1
8. SUBMISSION FREQUENCY: SEE REMARKS 1
9. REMARKS:

1- DUE WHEN PROPELLANTS AND EXPLOSIVES ARE SOLD.
THE SUBCONTRACTOR SHALL RETAIN END USE CERTIFICATES AS EVIDENCE THAT ALL
ENERGETIC MATERIAL HAS BEEN DISPOSITIONED WITHIN THE TWELVE MONTH REQUIREMENT.
END USE CERTIFICATES SHALL BE MADE AVAILABLE UPON REQUEST.

=====
T: B V: NDM-03

GD-OTS-EPA509

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 3 OF 10
DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D007
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: MATERIAL SAFETY DATA SHEETS (MSDS)
4. SOW REFERENCE: 9.8
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS
8. SUBMISSION FREQUENCY: WHEN GENERATED
9. REMARKS:

DUE WHEN HAZARDOUS OR ENERGETIC MATERIAL IS TRANSFERRED
TO QUALIFIED END USERS.

=====
1. SDRL SEQUENCE NO.: D008
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: PRODUCTION PROGRESS REPORT
4. SOW REFERENCE: 10.1
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS
8. SUBMISSION FREQUENCY: MONTHLY
9. REMARKS:

DUE ON THE 1ST OF EACH MONTH

=====
T: B V: NDM-03

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 4 OF 10
DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D012
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: PROCESS HAZARD ANALYSIS (PHA),
VERIFICATION LETTER
4. SOW REFERENCE: 14.1
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: PRIOR TO PERFORMANCE
8. SUBMISSION FREQUENCY: SEE REMARKS 1
9. REMARKS:

1 - INITIAL AND REVISIONS
PHA'S SHALL BE AVAILABLE FOR REVIEW AT THE SUBCONTRACTOR'S FACILITY.

=====
1. SDRL SEQUENCE NO.: D013
2. DATA ITEM NO.: PT-DID-00008D
3. TITLE/DESCRIPTION: ACCIDENT/INCIDENT REPORT
4. SOW REFERENCE: 5.5 & 14.2
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: AS REQUIRED
8. SUBMISSION FREQUENCY: AS REQUIRED
9. REMARKS:

A REPORT SHALL BE GENERATED IF A MISHAP INVOLVING AMMUNITION
OR EXPLOSIVES OCCURS

=====
T: B V: NDM-03

GD-OTS-EPA511

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 5 OF 10
DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D014
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: NOTIFICATION OF INTENT TO SUBCONTRACT
4. SOW REFERENCE: 14.3
5. APPROVAL REQUIRED: APPROVAL REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: AS REQUIRED
8. SUBMISSION FREQUENCY: AS REQUIRED
9. REMARKS:

SEE CLAUSE "CHANGE IN PLACE OF PERFORMANCE -
AMMUNITION AND EXPLOSIVES."

=====
1. SDRL SEQUENCE NO.: D015
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: NOTICE OF VIOLATION (NOV)
4. SOW REFERENCE: 14.4
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS
8. SUBMISSION FREQUENCY: AS REQUIRED
9. REMARKS:

SUBMIT WITH 24 HOURS OF RECEIPT OF A NOTICE OF VIOLATION
FROM ENVIRONMENTAL REGULATORY AGENCY.

=====
T: B V: NDM-03

GD-OTS-EPA512

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 6 OF 10

DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D016
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: HAZARDOUS WASTE DISPOSAL CERTIFICATION
4. SOW REFERENCE: 14.5
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: AS REQUIRED
8. SUBMISSION FREQUENCY: AS REQUIRED
9. REMARKS:

=====
1. SDRL SEQUENCE NO.: D017
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: QUALITY SYSTEM
4. SOW REFERENCE: 7.1
5. APPROVAL REQUIRED: APPROVAL IS REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS
8. SUBMISSION FREQUENCY: AS REQUIRED
9. REMARKS:

WITHIN 30 DAYS OF CONTRACT AWARD

THE QUALITY SYSTEM MUST BE CAPABLE OF MEETING
ISO 9002 REQUIREMENTS

=====
T: B V: NDM-03

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 7 OF 10
DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D018
2. DATA ITEM NO.: DI-QCIC-81449
3. TITLE/DESCRIPTION: QUALITY SYSTEM PLAN
4. SOW REFERENCE: 7.2
5. APPROVAL REQUIRED: APPROVAL IS REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS 1
8. SUBMISSION FREQUENCY: SEE REMARKS 2
9. REMARKS:

- 1 - WITHIN 30 DAYS OF CONTRACT AWARD
- 2 - INITIAL AND EACH REVISION

=====
1. SDRL SEQUENCE NO.: D020
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: PROGRAM STATUS REVIEW
4. SOW REFERENCE: 15.2
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS
8. SUBMISSION FREQUENCY: SEE REMARKS
9. REMARKS:

DUE DATE IS AT GOVERNMENT DISCRETION

60 DAYS AFTER CONTRACT AWARD, THEN EVERY 6 MONTHS.

=====
T: B V: NDM-03

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 8 OF 10
DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D021
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: PRODUCTION STATUS REPORT
4. SOW REFERENCE: 15.3
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS 1
8. SUBMISSION FREQUENCY: EACH MONTH
9. REMARKS:

DUE THE BEGINNING OF THE SECOND MONTH AFTER
CONTRACT AWARD. DUE BY THE 3RD DAY OF THE MONTH.

=====
1. SDRL SEQUENCE NO.: D022
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: PLACE OF PERFORMANCE
4. SOW REFERENCE: 15.4
5. APPROVAL REQUIRED: APPROVAL IS REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS 1
8. SUBMISSION FREQUENCY: SEE REMARKS 2
9. REMARKS:

- 1 - PRIOR TO CONTRACT AWARD AND AS REQUIRED THERE-AFTER
- 2 - ONCE AND ALL REVISIONS

NOTIFY GD-OTS 90 DAYS PRIOR TO CHANGE OF PLACE OF PERFORMANCE
AFTER CONTRACT AWARD.

=====
T: B V: NDM-03

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 9 OF 10
DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D023
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: PERFORMANCE/SCHEDULE IMPACT REPORTS
4. SOW REFERENCE: 15.1
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS
8. SUBMISSION FREQUENCY: AS REQUIRED
9. REMARKS:

INITIAL REPORT DUE WITHIN 24 HOURS OF OCCURRENCE.
WRITTEN REPORT DUE WITHIN 5 WORKING DAYS AFTER
OCCURRENCE.

=====
1. SDRL SEQUENCE NO.: D024
2. DATA ITEM NO.: DI-NDTI-80809B
3. TITLE/DESCRIPTION: PROPELLANT STABILIZER ANALYSIS
4. SOW REFERENCE: 6.7
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: 1ST OF EACH MONTH
8. SUBMISSION FREQUENCY: MONTHLY
9. REMARKS:

=====
T: B V: NDM-03

SUBCONTRACTOR DATA REQUIREMENTS LIST

SOW NO.: SOW-0432-0002 REV: A

PAGE: 10 OF 10
DATE: 26-Jun-07

=====
1. SDRL SEQUENCE NO.: D025
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: ENGINEERING TEST PLAN
4. SOW REFERENCE: 13.1
5. APPROVAL REQUIRED: APPROVAL REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS
8. SUBMISSION FREQUENCY: AS REQUIRED
9. REMARKS:

2 WEEKS PRIOR TO TEST

A PROCESS HAZARDS ANALYSIS MUST BE PROVIDED WITH ENGINEERING TEST PLANS

=====
1. SDRL SEQUENCE NO.: D026
2. DATA ITEM NO.: N/A
3. TITLE/DESCRIPTION: SUBCONTRACTOR MANPOWER REPORT
4. SOW REFERENCE: 16.1
5. APPROVAL REQUIRED: NOT REQUIRED
6. MAIL TO: GENERAL DYNAMICS-OTS
ATTN: DATA MANAGEMENT
11399 16TH COURT NORTH, SUITE 200
ST PETERSBURG FL 33716
OR
EMAIL: DATAMGMT@GD-OTS.COM
7. DUE DATE: SEE REMARKS
8. SUBMISSION FREQUENCY: YEARLY
9. REMARKS:

SUBMISSIONS SHOULD BE PREPARED ACCORDING TO INSTRUCTIONS
AT: [HTTPS://CONTRACTORMANPOWER.ARMY.PENTAGON.MIL](https://contractormanpower.army.pentagon.mil). REPORTING
PERIOD IS CONCURRENT WITH THE GOVERNMENTS FISCAL YEAR,
ENDING ON SEPTEMBER 30. THE SUBMISSIONS ARE DUE OCTOBER 31
FOR THE PREVIOUS REPORTING PERIOD.

=====
T: B V: NDM-03

GUIDANCE FOR SUBCONTRACTOR DATA REQUIREMENTS LIST

The following information is furnished to provide guidance with respect to the abbreviations and codes utilized in various blocks of the General Dynamics-OTS Subcontractor Data Requirements List (SDRL).

Block 1. SDRL Sequence Number: Number assigned by General Dynamics-OTS for identification and tracking purposes only.

Block 2. Data Item Number: Number assigned by General Dynamics-OTS for Data Item Description (PT-DID) information, this provides the data preparation instructions.

Block 3. Title or Description of Data: This represents the title or brief description of the data. This title should be the same as the PT-DID (referenced in Block 2).

Block 4. Statement of Work (SOW) Reference: The specific paragraph number of the SOW which identifies the effort associated with the data item authorized in Block 2.

Block 5. General Dynamics-OTS Approval Requirements: As Noted.

Block 6. Mail To: The specific General Dynamics-OTS offices requiring data submission(s) from subcontractor, with the number of copies specified.

Block 7. Due Date: This block indicates the due date for the data submission

Block 8. Submission Frequency: This block indicates the submission frequency.

Block 9. Remarks: This block can be used to further explain information provided in any previous block, or to tailor the requirements of the PT-DID or SOW with regard to data submissions.

SUBCONTRACTOR DATA REQUIREMENTS LIST (SDRL)
TRANSMITTAL FORM

General Dynamics-OTS

1. Date: _____

[] Data Management

11399 16th Court North, Suite 200

St. Petersburg, FL 33716

- 2. Purchase Order Number: _____ 3. Subcontractor: _____
4. Part Number: _____ 5. Part Rev/Description: _____
6. SOW Number: _____ 7. Number of Copies: _____
8. SDRL Sequence Number: _____ 9. SDRL Rev/Description: _____
10. Contract No.: _____
11. Critical Item - Expedite Review: Yes _____ No _____
12. Subcontractor Reference Number: _____
13. PCD Classification: _____ 14. AQP Reference No: _____
15. Is this a resubmittal? Yes ___ No ___ 16. DM Tracking No: _____

FOR GENERAL DYNAMICS-OTS USE ONLY

17. DM Tracking Number: _____ 18. Disp. Resp.: _____

19. Release Date: _____ 20. Disp. Date: _____

21. Disposition:

- a. [] Approved
Subcontractor notification:
[] Required [] NOT Required
b. [] Approved with comments
Subcontractor to:
[] Correct and Resubmit by date: _____ [] Correct and Proceed
c. [] Pending Government Approval Date to Contracts _____
d. [] Rejected; resubmit by date: _____
e. [] Disposition Not Required
f. [] Government Submittal for Information Only Date to Contracts _____

22. Signature: _____

23. Comments: _____

INSTRUCTIONS FOR SUBMISSION AND PROCESSING

GENERAL DYNAMICS-OTS TRANSMITTAL FORM

TO BE COMPLETED BY THE SUBCONTRACTOR

(ONE COMPLETED COPY IS REQUIRED FOR EACH SDRL SUBMISSION)

1. Enter date of submittal to General Dynamics-OTS.
2. Enter the applicable purchase order number under which the submission is being supplied.
3. Enter your company name.
4. Enter the part number for the item supplied under this purchase order.
5. Enter the part revision and part description for the item supplied under this purchase order.
6. Enter the applicable SOW number for the item supplied under this purchase order number.
7. Enter the number of copies being submitted.
8. Enter the SDRL sequence number (from block 1 of the SDRL).
9. Enter the revision and description of the SDRL item being submitted.
10. Enter the prime contract number(s).
11. Enter yes or no for determination of critical item processing.
12. Enter subcontractor's reference number.
13. Enter the applicable PCD classification (Class I, II, III).
14. Enter the AQP reference number that was provided by General Dynamics-OTS\ per letter of disposition.
15. Enter yes or no for determination of data resubmittal.
16. If block 15 is yes, enter the DM Tracking number the data is being resubmitted for. This number was supplied by GD-OTS with disposition of the initial submittal.

SDRL REQUIREMENTS LISTING
SOW-0432-0002 REV: A

ITEM NO.	SDRL TITLE	DATA ITEM NUMBER
D001	AMMUNITION DEMILITARIZATION AND DISPOSAL PLAN (ADDP)	DI-SAFT-81640
D002	RISK MITIGATION PLAN	N/A
D005	CERTIFICATE OF DESTRUCTION	N/A
D006	END USE CERTIFICATION	N/A
D007	MATERIAL SAFETY DATA SHEETS (MSDS)	N/A
D008	PRODUCTION PROGRESS REPORT	N/A
D012	PROCESS HAZARD ANALYSIS (PHA), VERIFICATION LETTER	N/A
D013	ACCIDENT/INCIDENT REPORT	PT-DID-00008D
D014	NOTIFICATION OF INTENT TO SUBCONTRACT	N/A
D015	NOTICE OF VIOLATION (NOV)	N/A
D016	HAZARDOUS WASTE DISPOSAL CERTIFICATION	N/A
D017	QUALITY SYSTEM	N/A
D018	QUALITY SYSTEM PLAN	DI-QCIC-81449
D020	PROGRAM STATUS REVIEW	N/A
D021	PRODUCTION STATUS REPORT	N/A
D022	PLACE OF PERFORMANCE	N/A
D023	PERFORMANCE/SCHEDULE IMPACT REPORTS	N/A
D024	PROPELLANT STABILIZER ANALYSIS	DI-NDTI-80809B
D025	ENGINEERING TEST PLAN	N/A
D026	SUBCONTRACTOR MANPOWER REPORT	N/A

GENERAL DYNAMICS

Ordnance and Tactical Systems

Purchase Order

11399 16TH COURT N. - SUITE 200
ST. PETERSBURG, FLORIDA 33716
TELEPHONE: (727) 578-8100

ORDER#: 20384 C/O: 000

DATE: 17-Jan-13

PAGE: 1 of 4

Order From: Supplier: 08774

EXPLO SYSTEMS, INC.
1600 JAVA ROAD
CAMP MINDEN
MINDEN LA 71055

Contact: KEN LAMPKIN
Phone: 318-382-8756
FAX: 318-382-8434

Ship To:

GENERAL DYNAMICS-OTS (MARION)
MARION OPERATIONS
ROUTE # 148, SOUTH
MARION IL 62959

Ship
To POC: JOHN NOLAN
Phone: 618-993-9338

Ship Via: NOT APPLICABLE
F.O.B.: N/A

Freight Terms: NOT APPLICABLE

Terms: NET 30 DAYS
Tax Exempt: YES

INVOICES TO: GENERAL DYNAMICS-ORDNANCE AND TACTICAL SYSTEMS, ATTN: ACCTS PAYABLE
11399 16TH COURT N. SUITE 200, ST. PETERSBURG, FL 33716

This PO Number must appear on all invoices, packing slips, packages, and correspondence.

THIS IS A RATED ORDER CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR 700). APPLICABLE TO THE FOLLOWING PRIME CONTRACT(S):
W52PJ11C0027 DPAS RATING: DOA6

CHANGE ORDER #0001 OF THIS FIRM FIXED PRICE PURCHASE ORDER #20384 IS ISSUED TO:

1. REDUCE CLIN 001 IMN 001 FROM 500,000 LBS OF M30 PROPELLANT TO 217,970 LBS OF M30 PROPELLANT. NET DECREASE: 282,030 LBS TO REFLECT THE ACTUAL QUANTITY OF PROPELLANT DELIVERED AND RECEIVED PER THE END USER CERTIFICATES PROVIDED BY EXPLO SYSTEMS INC.

2. INCORPORATE AS AN ATTACHMENT, "ATTACHMENT F" GD-OTS LETTER NO. AG12-072 PARTIAL TERMINATION FOR CAUSE NOTIFICATION: PURCHASE ORDER #20384 DATED DECEMBER 20, 2012. [ALREADY IN SUPPLIER'S POSSESSION]

ACKNOWLEDGEMENT

GD-OTS-EPA523

GENERAL DYNAMICS

Ordnance and Tactical Systems

PO NO: 20384

C/O: 00

PAGE: 2 of 4

(continued from previous page)

THE FOLLOWING DOCUMENTS ARE ATTACHED AND INCORPORATED AS IF THE LANGUAGE OF EACH ATTACHMENT IS ON THE FACE OF THIS PURCHASE ORDER:

A. INCORPORATE AS AN ATTACHMENT GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS STANDARD TERMS AND CONDITIONS FIXED-PRICE SUPPLIES AND SERVICES NON-COMMERCIAL ITEMS, DATED JUNE 15, 2010 [CURRENTLY IN THE SUPPLIER'S POSSESSION].

B. INCORPORATE AS AN ATTACHMENT SPECIAL PROVISIONS FOR W52P1J-10-R-0060 -- DEMIL CONVENTIONAL AMMO SOLICITATION DATED SEPTEMBER 16, 2010, [CURRENTLY IN THE SUPPLIER'S POSSESSION].

C. INCORPORATE AS AN ATTACHMENT ADDENDUM - UPDATED CIP - DEMIL AWARD (CONTRACT NUMBER: W52P1J-11-C-0027) (FORMER SOLICITATION NUMBER: W52P1J-10-R-0060), [CURRENTLY IN THE SUPPLIER'S POSSESSION].

D. INCORPORATE AS AN ATTACHMENT STATEMENT OF WORK FOR DEMILITARIZATION OF M30 AND M43 PROPELLANT DATED 23-FEB-12 SOW-ENGR-0035 REV -, [CURRENTLY IN THE SUPPLIER'S POSSESSION].

E. INCORPORATE AS AN ATTACHMENT EXPLO SYSTEMS INC., FIRM FIXED PRICE PROPOSAL #EXGD0011 REV 2 DATED 26 MARCH 2012, [CURRENTLY IN THE SUPPLIER'S POSSESSION].

F. INCORPORATE AS AN ATTACHMENT GD-OTS LETTER NO. AG12-072 PARTIAL TERMINATION FOR CAUSE NOTIFICATION: PURCHASE ORDER #20384 DATED DECEMBER 20, 2012. [ALREADY IN SUPPLIER'S POSSESSION]

NOTES

N1: PRICING OF THIS SUBCONTRACT PURCHASE ORDER IS IN ACCORDANCE WITH EXPLO SYSTEMS INC., FIRM FIXED PRICE PROPOSAL #EXGD0011 REV 2 DATED 26 MARCH 2012. BY AWARDING THIS WORK TO EXPLO, GD-OTS IS ACCEPTING ALL OUT YEAR PRICING OF THE QUOTATION. PRICING AS LISTED IN THE QUOTATION SHOULD REMAIN FIRM AND FIXED FOR ALL OUT YEARS OR THE TIME PERIODS QUOTED.

ACKNOWLEDGEMENT

GD-OTS-EPA524

GENERAL DYNAMICS
Ordnance and Tactical Systems

PO NO: 20384 C/O: 00
PAGE: 3 of 4

CLIN PART NUMBER	MSDS NO	DEL DATE	ORDER QTY	UM	UNIT COST	EXTENDED	TOTAL
001 P/N N/A			TOTAL			217,970.00	
PROPELLANT RECYCLE FOR M30 PROPELLANT							
(IMN)							
001		15-Feb-13	217,970.00	LB			
Chrg: P0299BASE000000 Contract: W52P1J11C0027							
GSI Required: N							
Deliver to: NOT APPLICABLE							

PURCHASE ORDER TOTAL:

PREVIOUS PURCHASE ORDER TOTAL:

THIS CHANGE:

REVISED PURCHASE ORDER TOTAL:

THIS IS NOT A VALID OR BINDING PURCHASE ORDER UNTIL A SIGNED COPY IS RECEIVED BY THE BUYER. PLEASE SIGN AND RETURN A COPY TO THE BUYER SHOWN BELOW WITHIN TEN (10) DAYS OF RECEIPT.

THE INFORMATION PROVIDED BY GD-OTS MAY BE SUBJECT TO U.S. EXPORT CONTROL LAWS AND REGULATIONS, INCLUDING THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR). UPON OBTAINING THE SUBJECT INFORMATION/DOCUMENTATION, IT IS THE RECEIVER'S RESPONSIBILITY TO COMPLY WITH THE ITAR.

THE ITEM BEING PURCHASED FROM YOUR FIRM IS DEEMED TO BE A "DEFENSE ARTICLE" AS DEFINED IN 22 C.F.R., CHAPTER I, SUBCHAPTER M, PARTS 120-130, SECTION 120.6 OF THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR). AS SUCH, YOU UNDERSTAND AND AGREE BY ACCEPTING THIS PURCHASE ORDER, THAT YOUR FIRM IS REQUIRED TO BE REGISTERED AS A MANUFACTURER OF DEFENSE ARTICLES IN ACCORDANCE WITH SECTION 122.1 OF ITAR.

IN ADDITION, YOU ARE HEREBY NOTIFIED THAT ANY TECHNICAL DATA (E.G., "DRAWINGS") PROVIDED BY GD-OTS RELATED TO THE DEFENSE ARTICLE BEING PURCHASED, IS DEEMED TO BE CONTROLLED TECHNICAL DATA IN ACCORDANCE WITH SECTION 120.10 OF ITAR. YOU ARE REQUIRED TO CONTROL ACCESS TO THIS TECHNICAL DATA TO ONLY EMPLOYEES OF YOUR FIRM THAT ARE U.S. CITIZENS OR PERMANENT RESIDENT ALIENS ("GREEN CARD") OF THE UNITED STATES.

ACKNOWLEDGEMENT

GD-OTS-EPA525

GENERAL DYNAMICS

Ordnance and Tactical Systems

PO NO: 20384

C/O: 00

PAGE: 4 of 4

BUYER: AMY GIMBLET
PHONE: 727-578-8283
FAX: 727-578-8750
EMAIL: AMY.GIMBLET@GD-OTS.COM

 1/17/13

AUTHORIZED SIGNATURE



SUPPLIER SIGNATURE

ACKNOWLEDGEMENT

GD-OTS-EPA526

GENERAL DYNAMICS
ORDNANCE AND TACTICAL SYSTEMS
STANDARD TERMS AND CONDITIONS
FIXED-PRICE SUPPLIES AND SERVICES
NON-COMMERCIAL ITEMS
(June 15, 2010)

1. DEFINITIONS. Unless otherwise specified, as used herein:

"Government" means the United States Government.

"Buyer" means General Dynamics Ordnance and Tactical Systems

"Buyer's Contract" means the contract or subcontract, at any tier, entered into by Buyer and Buyer's customer and under which Buyer has issued this Purchase Order.

"Buyer's Representative" means the authorized representative of Buyer. Only individuals within Buyer's Procurement Group can be authorized representatives.

"DFARS" means the DOD FAR Supplement.

"FAR" means the Federal Acquisition Regulation.

"Goods" means the items to be delivered under this Purchase Order.

"Services" means the services to be provided under this Purchase Order.

2. ACCEPTANCE OF PURCHASE ORDER.

Acceptance of this Purchase Order by Seller is expressly limited to the terms and conditions contained in this Purchase Order. Any term or condition stated by the Seller in any prior proposal, on Seller's acknowledgment form, or in otherwise acknowledging or accepting this Purchase Order is deemed by Buyer to be a material alteration of this Purchase Order and is hereby rejected unless Buyer specifically agrees otherwise in writing. Acceptance of the Goods or Services covered by this Purchase Order will not constitute acceptance by Buyer of Seller's terms and conditions. Any of the following acts by Seller will constitute acceptance of this Purchase Order and all of its terms and conditions: signing and returning a copy of this Purchase Order, delivering any of the Goods or Services ordered, commencing performance or informing the Buyer in any manner of commencement of performance, or returning Seller's own form of acknowledgment.

3. COMPLIANCE WITH EXPORT LAWS. The information provided by Buyer may be subject to U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR). Seller may not export or re-export any information, technical data, or supplies except in strict compliance with all U.S. export control laws and regulations, including ITAR. Technical data that are controlled by the ITAR shall not be released to foreign nationals, including employees, companies or other entities, whether within or outside of the United States, unless the Seller shall first obtain the written consent of Buyer, and shall obtain the appropriate license or other advance approval from the U.S. Government. Seller's obligation to adhere to the ITAR shall survive the expiration or termination of this Purchase Order. Seller hereby agrees to defend and indemnify Buyer from and against any liability that Buyer may incur as a result of Seller's violation of any U.S. export or re-export control law or regulation.

4. PRICE, DELIVERY AND INVOICING. Seller shall

furnish the Goods or the Services in accordance with the prices and delivery schedule stated on the face of this Purchase Order. Prices include all applicable taxes. Sales taxes, if any, are to be identified as to amount and taxing authority but must be included in the price.

Seller warrants that the prices charged for the Goods and Services ordered hereunder will be as low as the lowest prices charged by the Seller to any customers purchasing similar Goods or Services in the same or similar quantities and under like circumstances.

Buyer may return, or store at Seller's expense, any Goods delivered more than ten (10) days in advance of the delivery date specified for such Goods unless early delivery is authorized in writing by the Buyer.

Time is of the essence in the performance of this Purchase Order. In addition to any other rights and remedies it may have under this Purchase Order or by law, Buyer may charge Seller for Buyer's premium transportation costs if necessary to meet Buyer's contract delivery schedules because of any unexcused failure by Seller to meet the delivery schedules of this Purchase Order.

Seller shall invoice in triplicate, with supporting documentation, with each shipment, and shall mail an additional copy (with its support) to the Buyer's Representative. Payment of invoices shall not constitute acceptance of Goods or Services and shall be subject to appropriate adjustment should Seller fail to meet any requirements of this Purchase Order. Buyer may set off any amount owed by Seller or Seller's affiliates to Buyer against any amount owed Seller by Buyer under this Purchase Order or any other contract between Buyer and Seller.

5. PACKING AND SHIPPING. No charge shall be made by Seller for packaging or storage unless specified by Buyer on the face of this Purchase Order. Unless otherwise specified, all Goods shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On containers, Seller shall mark handling and loading instructions, shipping information, Purchase Order number, item and account number, shipment date, and names and addresses of Seller and Buyer, in addition to any other information required by this Purchase Order. An itemized packing list shall accompany each shipment.

6. F.O.B., TITLE AND RISK OF LOSS. The F.O.B. point for the Goods delivered hereunder is designated on the face of this Purchase Order. If terms are F.O.B. Seller's location, Seller shall bear all risk of loss or damage to the Goods and title shall not shift to Buyer until delivery of the Goods to the carrier. If terms are F.O.B. Buyer's location, Seller shall bear all risk of loss or damage to the Goods and title shall not shift to Buyer until delivery of the Goods to Buyer's location. Nothing herein shall be construed to diminish Buyer's rights in the event of Seller's breach.

7. INSPECTION.

a. Seller is responsible for performing or having performed all inspections and tests necessary to substantiate that the Goods conform to Purchase Order requirements. Seller shall tender for acceptance only Goods that have been found by the Seller to be in conformance with the Purchase Order requirements.

b. All Goods may also be inspected and tested by Buyer, its customers, higher tier contractors, and (in the case of Goods purchased for a Government contract or subcontract) the Government, at all reasonable times and places. If such inspection or testing is made on Seller's premises, Seller shall provide without additional charge all reasonable facilities and assistance for such inspections and test. In its internal inspection and testing of the Goods, Seller shall, if required by Buyer, use an inspection system accepted by Buyer in writing. All inspection records relating to the Goods shall be available to Buyer during the performance of this Purchase Order, and for such longer periods as may be specified by Buyer in its acceptance of the inspection system, if any.

c. Final inspection and acceptance by Buyer shall be at destination unless otherwise specified in this Purchase Order. Such inspection shall be in accordance with the stated requirements of this Purchase Order. If rejection of a shipment would result from Buyer's normal inspection level under such procedures, Buyer may, at its option, conduct an above-normal level of inspection, up to 100% inspection, and charge the Seller the reasonable costs thereof. Acceptance of a lot through sampling criteria specified herein shall not preclude Buyer's right to reject, or to exercise any other right or remedy it may have under this Purchase Order or by law with respect to, individual items that fail to comply with any requirement of this Purchase Order.

d. No inspection (including source inspection), tests, approval (including design approval) or acceptance of the Goods shall relieve Seller from responsibility for any defects in the Goods or other failures to meet the requirements of this Purchase Order; for latent defects, fraud, or such gross mistakes as amount to fraud; or for Seller's warranty obligations. If the Goods are defective or otherwise not in conformity with the requirements of this Purchase Order, Buyer may, by written notice to Seller: (i) rescind this Purchase Order as to such Goods; (ii) reject such Goods and require the delivery of replacements; or (iii) accept such Goods at a reduced price. Deliveries of replacements shall be accompanied by a written notice specifying that such Goods are replacements. If Seller fails to deliver required replacements promptly, Buyer may: (i) replace or correct such Goods and charge the Seller the cost occasioned Buyer thereby; or (ii) terminate this Purchase Order for cause, in whole or in part, as provided in Paragraph 19b hereof. Rights granted to Buyer under this Clause are in addition to any rights or remedies provided elsewhere in this Purchase Order or by law.

e. Seller shall be responsible for all of Buyer's costs, damages, losses, claims, causes of action, liabilities, and expenses, arising from any act or omission of the Seller, its employees, subcontractors, agents, officers, or suppliers resulting from failure to meet any of the requirements and/or specifications of this Purchase Order. Seller shall be responsible for, without limitation, additional inspections to ensure compliance where necessary, investigations into inspection failures, any penalties or costs incurred by Buyer

as a result in delay in delivery, and remediation costs for defective Goods.

8. WARRANTIES.

a. Incorporation of warranties – If any warranty clause is incorporated below under Clause 32, SPECIAL U.S. GOVERNMENT PROVISIONS, or in the Special Provisions, such warranty provisions are in addition to the provisions in this clause to the extent to which they are consistent. To the extent its provisions are inconsistent with this clause, the provisions of any warranty incorporated under Clause 32 or in the Special Provisions shall prevail.

b. Warranties – In addition to all other express or implied warranties, Seller warrants that the Goods will be: (i) free from defects in workmanship and materials; (ii) free from defects in design except to the extent that such Goods comply with the detailed designs provided by Buyer; and (iii) in conformity with all the other requirements of this Purchase Order. Seller warrants that it will perform the Services under this Purchase Order with the degree of skill and judgment which is normally exercised by recognized firms with respect to services of a similar nature, and that Services will be provided in a good, competent and workmanlike manner. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance, and payment.

In addition to the warranties above, if Seller supplies, or incorporates into Goods supplied under this Purchase Order, goods that are manufactured by a third-party, Buyer shall have the benefit of warranties extended to Seller by the third-party to the extent they exceed Seller's warranties in scope or duration.

c. Further provisions – All warranties shall run to Buyer and to Buyer's customer.

In addition to any other remedies Buyer may have under this Purchase Order or at law, if Goods are found not to be as warranted within a period of one (1) year after final acceptance by Buyer, Buyer may return such Goods to Seller at Seller's expense for correction, replacement or credit, as Buyer may direct.

With respect to Goods found not to be as warranted, Seller shall bear the costs, if any, of inspection, disassembly, reassembly, retesting and any other similar costs incurred in connection with, or as a consequence of, correction, repair or replacement of Seller's Goods, including any such costs associated with assemblies into which Goods have been incorporated. Any Goods corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement Goods, be subject to the provisions of this Clause for the same period and to the same extent as Goods initially furnished pursuant to this Purchase Order.

In addition to any other remedies Buyer may have under this Purchase Order or at law, if the Services are found not to be performed as warranted within a period of one (1) year after the conclusion of the performance of the Services by Seller, Seller shall, at Buyer's option, either refund to Buyer the amount paid for the Services, or perform the Services again in a proper manner to the extent necessary to provide Buyer with the result originally contemplated by Buyer.

9. PROPRIETARY INFORMATION. All written information obtained by Seller from Buyer in accordance with this Purchase Order and which is identified as proprietary by Buyer shall be received in confidence and shall remain the property of Buyer, and shall be used and disclosed by Seller only to the extent necessary for the performance of this Purchase Order except that upon prior written notice to Buyer, Seller may use such information in the manufacture of end items for direct sale to the Government to the extent that the Government has the right to authorize such use by Seller, and, provided that Seller, to the extent practicable, prominently identifies such end items as being manufactured by Seller for direct sale to the Government.

Seller shall not provide any proprietary information to Buyer, nor shall Buyer be required to take any steps to protect any information provided by Seller, unless Buyer and Seller have separately executed a written agreement regarding the protection and disclosure of such Seller information.

10. SUBCONTRACTS. Seller shall not subcontract for all or substantially all of this Purchase Order without Buyer's prior written approval.

11. COMPLIANCE WITH LAWS.

(a) General. Seller agrees to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities, whether or not such provisions are referenced elsewhere in this Purchase Order. Such compliance is agreed to be a material element of the performance of this contract.

(b) Specific Areas. Without diminishing Seller's obligations under subparagraph (a), Seller agrees to the treatment of the specific areas of compliance as set forth in the following paragraphs:

(1) Cost or Pricing Data. Seller agrees that:

(i) if cost or pricing data, as defined in the Truth in Negotiations Act and implementing regulations, are required or requested; and

(ii) Seller or its lower-tier subcontractors:

(A) fail to provide current, accurate and complete cost or pricing data;

(B) claim an exception to a requirement or request to provide cost or pricing data and such exception is at any time determined to be inapplicable;

(C) furnish data of any description that were not accurate;

(D) as a prospective contractor, with notice of applicable cutoff dates and at Buyer's request, submit cost or pricing data that are not accurate, current and complete as of the cutoff date on Buyer's Certificate of Current Cost or Pricing Data; or

(E) the Government alleges any of foregoing;

such conduct by Seller or its lower-tier subcontractors shall be treated as a failure to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities and shall be subject to the remedies below.

(2) Approved Chemical Substances. Seller agrees that only chemical substances included in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act shall be sold hereunder and that failure to comply with this provision shall be treated as a failure to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities and shall be subject to the remedies below.

(3) Material Safety Data Sheet. Seller agrees to provide a completed Material Safety Data Sheet (OSHA Form 20 or equivalent) for any chemical substances sold hereunder as required by any federal, state or local law, ordinance, rule or regulation and that failure to comply with this provision shall be treated as a failure to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities and shall be subject to the remedies below.

(c) Remedies. In addition to any other remedies provided under this Purchase Order or by law, if:

(1) Seller or its officers, employees, agents, suppliers, or subcontractors at any tier fails to comply with any applicable laws, orders, rules, regulations, and ordinances of government entities and, as a result

(2) Buyer's contract price or fee is reduced, Buyer's costs are determined to be unallowable, Buyer incurs any fines, penalties or interest costs, or Buyer incurs any other costs, losses, or damages;

then Buyer may reduce the price, or the recoverable costs and fee, of this Purchase Order or of any other contract with Seller, by a corresponding amount or amounts, or may demand payment of such amounts, or both, and Seller shall promptly pay any such amount demanded.

12. LIEN WAIVERS. Seller shall furnish, upon Buyer's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this Purchase Order.

13. INDEMNIFICATION AND INSURANCE.

a. Unless Buyer approves in writing a self-insurance program of Seller, the Seller shall maintain at Seller's cost, with insurers of nationally recognized stature issued by companies rated A-VII or above by AM Best, insurance (i) fully covering all furnished property. At a minimum, Seller must have the following insurance coverage for potential liability incurred in the performance of this Purchase Order:

1. General Commercial Liability - \$1,000,000 Bodily Injury and Property Damage - combined single limit per occurrence. Buyer shall be included as an additional insured.

2. Automobile Liability - \$1,000,000 Bodily Injury and Property Damage, combined single limit per occurrence. Buyer shall be included as an additional insured.

3. Workers Compensation - As required by law applicable to Seller's operations. Seller and insurer waive subrogation rights against Buyer.

4. Employer Liability - \$1,000,000 per occurrence. Seller and insurer waive subrogation rights against Buyer.

Seller's insurance shall be primary to any insurance coverage procured by Buyer. On Buyer's request, Seller shall furnish Buyer with evidence of Seller's compliance with any aspect of this Clause.

b. Notwithstanding the existence or lack of insurance and as an unrelated matter, Seller shall defend, indemnify, and hold harmless Buyer and Buyer's customer from any losses, claims, demands, or suits (including those from Seller's employees) for bodily injury (including death) or property damage howsoever arising out of Seller's performance of this Purchase Order and irrespective of Buyer's negligence in any degree.

c. All work to be performed on this Purchase Order by Seller is at Seller's risk as to the methods, processes, procedures, and safe conduct of the work. If Seller is to perform work on the premises or within facilities owned or controlled by Buyer, Buyer's customer, or any other entity, Seller shall be solely responsible for the safe conduct of such work and the protection of the premises or facilities, and of any persons on the premises or facilities. Seller shall defend, indemnify, and hold harmless Buyer, its employees, agents, or subcontractors, and invitees for and against all losses, claims, damages or suits, including those suffered or brought by Seller's employees, for bodily injury (including death) or property damage and which arise from performance of the work by Seller, its employees, agents, invitees, or subcontractors, irrespective of Buyer's negligence in any degree.

d. In no event shall Buyer be liable, for any reason or arising from any cause whatsoever, for special, incidental, or consequential damages.

e. Seller, to the extent not covered by the foregoing paragraphs of this Clause, shall defend, indemnify, and save Buyer harmless, against and from any demands, decisions, judgments, orders, awards, costs and expenses, including attorney fees, arising from or incurred in resisting any claim, demand, or asserted right of Buyer's customer based on any act or omission by Seller under or in any way related to this Purchase Order or to any step leading to award of this Purchase Order.

f. To the extent Seller is required by this Purchase Order to insure against loss or damage to property of Buyer or a customer of Buyer, (i) insurance policies of Seller shall disclose the interest of Buyer and Buyer's customer; (ii) those policies shall contain an endorsement that no cancellation or material change in the coverage adversely affecting the interest of Buyer or Buyer's customer shall be effective unless Seller or the insurer gives written advance notice of cancellation or change, and unless Seller has

complied with such other direction as may be given by Buyer or Buyer's customer as applicable.

g. The Parties understand and agree that the Seller is an independent contractor to Buyer, and Seller shall be solely responsible for providing its employees and/or agents with Worker's Compensation insurance as required by the jurisdiction governing Seller at the time work is performed under this Purchase Order. Seller shall maintain no less coverage than what is required under applicable law or regulation, and shall hold harmless, indemnify and defend Buyer from claims by Seller's employees and/or agents for injuries, or aggravation of existing injuries, sustained in connection with work being performed under this Purchase Order.

h. Seller agrees that, upon delivery of materials by Buyer or as caused by Buyer as required under this Purchase Order, Seller shall take ownership of such materials and shall assume any and all responsibility for: 1) All actions and obligations it performs under this Purchase Order; 2) Complying with all laws and regulations applicable to proper handling, transportation, disposal and/or treatment of the materials; 3) Ensuring its subcontractors comply with any and all applicable laws and regulations and applicable contract terms. Seller agrees to hold harmless and indemnify Buyer for and against any and all judgments, fines, settlements, penalties, or costs, resulting from a claim, demand, or lawsuit from any third party (including from the Government) related to Seller's obligations of performance under this Purchase Order, to include without limitation, disposal or treatment of the materials. Seller shall defend Buyer for indemnifiable claims under this section at its own expense and shall be solely responsible for all attorney fees and costs associated with such defense. Seller shall maintain insurance coverage, in addition to any other requirement in this contract, in an amount to cover its potential liability and indemnification obligations under this section, which shall be no less than \$10,000,000 for environmental liability (including coverage for losses incurred related to disposal or treatment of materials), and Buyer shall be a named insured on that insurance policy.

14. **ASSIGNMENT.** Seller shall not assign this Purchase Order or any rights under this Purchase Order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such written consent.

15. **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this Purchase Order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.

16. **RETENTIONS.** In addition to any other rights Buyer has, Buyer may, at its sole option, withhold payment of up to ten percent (10%) of the total value of this Purchase Order or individual invoices until Seller provides all required objective quality evidence, submits required data items, and satisfactorily fulfills all other reporting and documentation requirements.

17. **PUBLICITY.** Seller shall not make or authorize any news release, advertisement, or other disclosure (except as required by law) that denies or confirms the existence of this Purchase Order without prior written consent of Buyer.

18. CHANGES. This Purchase Order and the terms and conditions herein may not be changed in any respect without written approval or direction of Buyer's representative. Buyer may, at any time, by written change order and without notice to the sureties, if any, suspend performance of this Purchase Order, in whole or in part; make changes in the drawings, designs, specifications, method of shipment of packing, or time or place of inspection, delivery, or acceptance of the Goods; reschedule the Services; or require additional or diminished Goods or Services; and Seller shall proceed diligently with the performance of this Purchase Order as so changed irrespective of whether a price adjustment has been determined as provided by this Clause. If any such change causes an increase or decrease in the cost of or the time required for performance of this Purchase Order and Seller makes a proper and timely request, Buyer shall make an equitable adjustment in the Purchase Order price or delivery dates or both, and this Purchase Order shall be modified in writing accordingly. Any equitable adjustment for suspension or interruption of, or delay in, Seller's performance shall exclude profit.

If Seller deems any instruction or direction by or on behalf of Buyer to be a change to this Purchase Order, it must so notify Buyer in writing within seven (7) days of the receipt of such instruction or direction.

Any claim by Seller for adjustment under this Clause may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Seller of the change order or direction, except where an extension is granted in writing by Buyer.

If the cost of property made obsolete or excess as a result of a change is paid by Buyer, Buyer may prescribe the manner of disposition of such property.

Buyer's engineering and technical personnel are not authorized to change the Goods or Services ordered or any other provision of this Purchase Order. No change order or other modification will be binding on Buyer unless issued by an authorized representative of Buyer's procurement department.

19a. TERMINATION FOR BUYER'S CONVENIENCE

a. Buyer may terminate performance of work under this Purchase Order in whole or, from time to time, in part if Buyer determines that a termination is in Buyer's interest. Buyer's Representative shall terminate by delivering to Seller a Notice of Termination specifying the extent of termination and the effective date.

b. After receipt of a Notice of Termination, and except as directed by Buyer's Representative, Seller shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of this Purchase Order.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to Buyer, as directed by Buyer's Representative, all right, title, and interest of Seller under the subcontracts terminated, in which case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by Buyer's Representative, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by Buyer's Representative, transfer title and deliver to Buyer: (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) The completed or partially completed plans, drawings, information, and other property that, if the Purchase Order had been completed, would be required to be furnished to Buyer.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that Buyer's Representative may direct, for the protection and preservation of the property related to this Purchase Order that is in the possession of Seller and in which Buyer has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by Buyer's Representative, any property of the types referred to in paragraph b(6) of this clause; provided, however, that Seller (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, Buyer's Representative. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Buyer under this Purchase Order, credited to the price or cost of the work, or paid in any other manner directed by Buyer's Representative.

c. Seller shall submit complete termination inventory schedules no later than sixty (60) days from the effective date of termination, unless extended in writing by Buyer's Representative upon written request of Seller within this 60-day period.

d. After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, Seller may submit to Buyer's Representative a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by Buyer's Representative. Seller may request Buyer to remove those items or enter into an agreement for their storage. Within thirty (30) days, Buyer will accept title to those items and remove them or enter into a storage agreement. Buyer's Representative may verify the list upon removal of the items, or if stored, within sixty (60) days from submission of the list, and shall correct the list, as necessary, before final settlement.

e. After termination, Seller shall submit a final termination settlement proposal to Buyer's Representative in the form and with the certification prescribed by Buyer's Representative. Seller shall submit the proposal promptly, but no later than 6 months from the effective date of termination, unless extended in writing by Buyer's Representative upon written request of Seller within this 6-month period.

However, if Buyer's Representative determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If Seller fails to submit the proposal within the time allowed, Buyer's Representative may determine, on the basis of information available, the amount, if any, due Seller because of the termination and shall pay the amount determined.

f. Subject to paragraph e of this clause, Seller and Buyer's Representative may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph f or paragraph g of this clause, exclusive of costs shown in paragraph g(3) of this clause, may not exceed the total Purchase Order price as reduced by (1) the amount of payments previously made and (2) the Purchase Order price of work not terminated. This Purchase Order shall be modified, and Seller paid the agreed amount. Paragraph g of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

g. If Seller and Buyer's Representative fail to agree on the whole amount to be paid because of the termination of work, Buyer's Representative shall pay Seller the amounts determined by Buyer's Representative as follows, but without duplication of any amounts agreed on under paragraph f of this clause:

(1) The Purchase Order price for completed Goods or Services accepted by the Buyer (or sold or acquired under paragraph b(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of: (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to Goods or Services paid or to be paid under paragraph g(1) of this clause; (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Purchase Order if not included in subdivision g(2)(i) of this clause; and (iii) A sum, as profit on subdivision g(2)(i) of this clause, determined by Buyer's Representative, consistent with 49.202 of the FAR, in effect on the date of Buyer's Contract, to be fair and reasonable; however, if it appears that Seller would have sustained a loss on the entire Purchase Order had it been completed, Buyer's Representative shall allow no profit under this subdivision g(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including: (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

h. Except for normal spoilage, and except to the extent that Buyer expressly assumed the risk of loss, Buyer's Representative shall exclude from the amounts payable to

Seller under paragraph g of this clause, the fair value, as determined by Buyer's Representative, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Buyer.

i. The cost principles and procedures of Part 31 of the FAR, in effect on the date of Buyer's Contract, shall govern all costs claimed, agreed to, or determined under this clause.

j. In arriving at the amount due Seller under this clause, there shall be deducted: (1) All unliquidated advance or other payments to Seller under the terminated portion of this Purchase Order; (2) Any claim which Buyer has against Seller under this Purchase Order; and (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Seller or sold under the provisions of this clause and not recovered by or credited to Buyer.

k. If the termination is partial, Seller may file a proposal with Buyer's Representative for an equitable adjustment of the price(s) of the continued portion of this Purchase Order. Buyer's Representative shall make any equitable adjustment agreed upon. Any proposal by Seller for an equitable adjustment under this clause shall be requested within forty-five (45) days from the effective date of termination unless extended in writing by Buyer's Representative.

l. (1) Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Seller for the terminated portion of this Purchase Order, if Buyer's Representative believes the total of these payments will not exceed the amount to which Seller will be entitled. (2) If the total payments exceed the amount finally determined to be due, Seller shall repay the excess to Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by Seller to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in Seller's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by Buyer's Representative because of the circumstances.

m. Unless otherwise provided in this Purchase Order or by statute, Seller shall maintain all records and documents relating to the terminated portion of this Purchase Order for three (3) years after final settlement. This includes all books and other evidence bearing on Seller's costs and expenses under this Purchase Order. Seller shall make these records and documents available to Buyer and the Government, at Seller's office, at all reasonable times, without any direct charge. If approved by Buyer's Representative, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

19b. TERMINATION FOR CAUSE

a. (1) Buyer may, subject to paragraphs c and d of this clause, by written notice of default to Seller, terminate this Purchase Order in whole or in part if Seller fails to: (i) Deliver the Goods or perform the Services within the time specified in this Purchase Order or any extension; (ii) Make progress, so as to endanger performance of this Purchase Order (but see paragraph a(2) of this clause); or (iii) Perform any of the other provisions of this Purchase Order (but see paragraph a(2) of this clause).

(2) Buyer's right to terminate this Purchase Order under subdivisions a(1)(ii) and (1)(iii) of this clause, may be exercised if Seller does not cure such failure within ten (10) days (or more if authorized in writing by Buyer's Representative) after receipt of the notice from Buyer's Representative specifying the failure.

b. If Buyer terminates this Purchase Order in whole or in part, it may acquire, under the terms and in the manner Buyer's Representative considers appropriate, Goods or Services similar to those terminated, and Seller will be liable to Buyer for any excess costs for those Goods or Services. However, Seller shall continue the work not terminated.

c. Except for defaults of subcontractors at any tier, Seller shall not be liable for any excess costs if the failure to perform this Purchase Order arises from causes beyond the control and without the fault or negligence of Seller. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of Seller.

d. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both Seller and the subcontractor, and without the fault or negligence of either, Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted Goods or Services were obtainable from other sources in sufficient time for Seller to meet the required delivery schedule.

e. If this Purchase Order is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer's Representative, any (1) completed Goods, and (2) partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that Seller has specifically produced or acquired for the terminated portion of this Purchase Order. Upon direction of Buyer's Representative, Seller shall also protect and preserve property in its possession in which Buyer or the Government has an interest.

f. Buyer shall pay the Purchase Order price for completed Goods delivered and accepted. Seller and Buyer's Representative shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Claims and Disputes clause. Buyer may withhold from these amounts any sum Buyer's Representative determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.

g. If, after termination, it is determined that Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Buyer.

h. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order.

20. NO WAIVER; SEVERABILITY. The failure of Buyer to insist upon the performance of any provision of this Purchase Order, or to exercise any right or privilege granted

to the Buyer under this Purchase Order or by law, shall not be construed as waiving such provision or any other provision of this Purchase Order; and the same shall continue in full force and effect. If any provision of this Purchase Order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this Purchase Order shall not be affected thereby, and shall remain in full force and effect.

21. APPLICABLE LAW. Irrespective of the place of performance, this Purchase Order will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Florida shall apply, exclusive of its rules concerning conflicts of laws. All Parties to this Purchase Order expressly submit to the jurisdiction of the Courts of the United States of America and to the Courts of the individual States of the United States of America which are of competent jurisdiction.

22. PROHIBITION OF GRATUITIES.

a. Seller represents and warrants that it and its officers, employees, agents and representatives have not offered or given, and agrees that it and its officers, employees, agents and representatives will not offer or give, any kickbacks or gratuities in the form of entertainment, gifts, or otherwise to any officer or employee of Buyer or Buyer's customer with a view toward securing this or any other Purchase Order, any favorable treatment with respect to the awarding or amending of this or any other Purchase Order, or the making of any determination with respect to Seller's right or duties.

b. For any breach of Seller's obligations under this Clause, Buyer shall have, in addition to any other rights provided by this Purchase Order, the right to terminate any or all Purchase Orders with Seller for cause, and to recover from Seller the amount of any gratuity, plus all reasonable costs (including attorney fees) incurred in seeking such recovery. (Seller is also advised that, if this Purchase Order is issued under a prime contract or subcontract of the Government, any gratuity offered or given in violation of this Clause may also entail liabilities of Seller under applicable statutes, regulations, or other Purchase Order provisions.)

23. PRICING OF ADJUSTMENTS. All adjustments, including but not limited to "equitable adjustments," under this Purchase Order shall be based upon Seller's costs, plus a reasonable profit unless profit is expressly excluded by language of this Purchase Order. Seller's costs shall be those that are reasonable, allowable, and allocable under the standards of Part 31 of the Federal Acquisition Regulation (and, if this Purchase Order is issued under a contract or subcontract with any Department of Defense entity, Part 231 of DFARS) as in effect in Buyer's Contract on the date of this Purchase Order.

24. CLAIMS AND DISPUTES.

a. Claims for Adjustment. For any claims seeking an equitable adjustment or other relief in excess of \$100,000 submitted by Seller under this Purchase Order, Seller shall submit to Buyer a signed certificate that states as follows, substituting Seller's legal name where indicated: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and

belief; that the amount requested accurately reflects the Purchase Order adjustment for which [the Seller] believes General Dynamics Ordnance and Tactical Systems is liable; and that I am duly authorized to certify the claim on behalf of [the Seller]." If requested by Buyer, Seller shall identify the portion of its claim for which it believes the Government is liable and shall execute the certification above, substituting "the Government" for "General Dynamics Ordnance and Tactical Systems" as to such amount.

b. Government Decisions. If a final decision is issued by a Contracting Officer for Buyer's Contract (or the Prime Contract under which Buyer's Contract is issued) and the decision relates in any way to this Purchase Order or to the Goods or Services ordered hereunder, said decision, if binding upon the Buyer, shall also be binding upon Buyer and Seller with respect to this Purchase Order. If Buyer appeals or commences an action regarding such decision, any decision upon such appeal or action, if binding upon the Buyer under the Prime Contract, shall be binding upon the Buyer and Seller as it relates to this Purchase Order. If any appeal is taken or an action commenced by Buyer, Seller shall assist Buyer in its prosecution thereof in every reasonable manner.

If, as a result of any decision or judgment binding upon Buyer, Buyer is unable to obtain reimbursement from the Government (or Buyer's customer) for, or is required to refund or credit to the Government (or Buyer's customer), any amount with respect to which Buyer has paid Seller, Seller shall, on demand, promptly repay such amount to Buyer.

c. Resolution of Other Disputes. Any dispute between Buyer and Seller that is not resolved pursuant to the provisions of this Purchase Order or through discussions between the parties may be resolved through an action in a court of appropriate jurisdiction and venue.

d. Seller to Continue Performance. Seller shall proceed diligently with performance of this Purchase Order pending final resolution of any request for relief, claim, dispute, appeal or action arising under or in connection with this Purchase Order and pending such resolution shall comply with Buyer's written direction, if any, on the matters at issue.

25. **INSOLVENCY.** Buyer may terminate this Purchase Order for cause if Seller files a voluntary petition under any federal or state bankruptcy act, is adjudicated a bankrupt, Seller becomes insolvent or commits an act of bankruptcy, or engages in any act which reasonably causes Buyer to deem itself insecure.

26. **DESIGN, TOOLS, DIES, ETC.**

a. Unless otherwise agreed herein, Seller at its sole cost shall supply all material, equipment, designs, drawings, tools and facilities required to perform this Purchase Order.

b. Any materials, equipment, designs, drawings, tools or other property furnished by Buyer or specifically paid for by Buyer shall be Buyer's property, shall be used only in filling orders from Buyer and may on Buyer's demand be removed by Buyer without charge. Seller shall use such property at its own risk and shall be responsible for all loss of or damage to the same or to any person while property is in Seller's custody. Seller shall, at its sole cost, store and maintain all such property and maintain property in good condition and

repair. Buyer makes no warranties of any nature with respect to any such property, which is furnished "AS IS."

c. Graphics arts and packaging materials: All film negatives, positives, engravings, electrodes and dies made by Seller for the production of material of this Purchase Order will become the property of Buyer and be delivered to Buyer at the completion of work under this Purchase Order.

d. Notwithstanding anything herein to the contrary, the provisions of this paragraph do not apply to property owned by the Government. Disposition and use of Government property shall be governed by applicable Government regulations.

27. **CONSTRUCTION.** This Purchase Order shall be construed to have been drafted equally by all parties. The language of all parts of the Purchase Order shall be construed as a whole, according to its fair meaning, and any presumption or other principle that the language herein is to be construed against any party shall not apply. The headings used herein are for reference only and shall not affect the interpretation of the Purchase Order.

28. **COMPLETE AGREEMENT.** All specifications, drawings, and data submitted to Seller with this Purchase Order are hereby incorporated herein and made a part hereof. This Purchase Order constitutes the entire contract between Buyer and Seller for the specific purchase described herein. No other negotiations, promises or agreements about this Purchase Order are binding. All of the provisions herein shall be limited to this Purchase Order and shall not modify, cancel or waive provisions of other agreements, to include an Ordering Agreement or pricing agreements for other purchase orders. No revision, addition, or supplement to this Purchase Order or to any of its terms or conditions shall be effective unless agreed to in writing by Buyer's Representative.

29. **SURVIVAL.** Seller shall not be relieved of its obligations under the following clauses (or under any applicable Special U.S. Government Provision that, by its nature, requires continuing obligations on Seller to achieve its intended effect) because of the termination, expiration, or completion of this Purchase Order:

- Inspection
- Warranties
- Proprietary Information
- Compliance with Laws
- Lien Waivers
- Indemnification and Insurance
- Publicity
- Changes (as to disposition of property only)
- Applicable Law
- Pricing of Adjustments
- Claims; Disputes
- Designs, Tools, Dies, Etc.
- Compliance with Export Laws

30. **ORDER OF PRECEDENCE.** Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order: (a) the face of this Purchase Order; (b) Special Provisions, if any; (c) these Standard Terms and Conditions; (d) Attachments, Exhibits, or Annexes, if any; and (e) the Statement of Work.

31. **EXCUSABLE DELAYS.**

a. Buyer shall not be liable for any delay or failure to perform if the delay or failure is without the fault or negligence of Buyer including, as examples, any of the enumerated causes listed in Paragraph 19b, subparagraph c.

b. Seller shall not be liable for any delay or failure to perform to the extent such delay or failure to perform is excusable pursuant to Paragraph 19b, subparagraphs c and d, and provided Seller gives written notice to Buyer as soon as any such cause is anticipated (or, if it could not be anticipated, as soon as possible after it occurs). If Buyer believes the failure, delay, or anticipated delay in Seller's performance may impair Buyer's ability to meet Buyer's production or delivery schedules or otherwise interfere with Buyer's operation, Buyer may, at its sole option and without liability to Seller, cancel remaining deliveries in whole or in part.

32. SPECIAL U.S. GOVERNMENT PROVISIONS. The provisions set forth in this Clause shall apply only if this Purchase Order is issued under a Government prime contract or under a subcontract, at any tier, issued to Buyer under a Government prime contract.

d. The following clauses of the FAR and DFARS are incorporated herein by reference, and made part hereof with the same force and effect as if they were given in full text, to the extent and with the changes to the clause text specified herein. The date of each clause is specified; however, the clause in effect in the Buyer's Contract on the date of this Purchase Order shall be incorporated by reference and changes, if necessary, to each such clause shall be made to be consistent with the intent of the changes set forth below.

33. REPRESENTATIONS AND CERTIFICATIONS. The following representations and certifications are material representations relied upon by Buyer in making award to Seller. Seller shall notify Buyer of any change of circumstances affecting representations and certifications made by Seller. *The representations and certifications as set forth below omit several choices that appear in the FAR version. By executing this Purchase Order, Seller represents that it has considered the full FAR version of the representations and certifications before executing this Purchase Order and affirms that the representations and certifications below are accurate.*

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). Applicable only if this Purchase Order exceeds \$100,000.

Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made

FAR 52.209-5 Certification Regarding Responsibility Matters (April 2010)

(a) (1) Seller certifies, to the best of its knowledge and belief, that-

(i) The Seller and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal Criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(ii) The Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

Seller represents that if Seller has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (i) Seller has filed all required compliance reports; and, (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.222-25 Affirmative Action Compliance (Rev. 4/1984)

The offeror represents that --

(a) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

FAR 52.223-13 Certification Of Toxic Chemical Release Reporting (Aug 2003). Applicable to Purchase Orders in excess of \$100,000 if FAR 52.223-14 is included in Buyer's Contract.

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 13148, April 21, 2000.

(b) By signing this Purchase Order, Seller certifies that-

As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), Seller will file and continue to file for such facilities for the life of the Purchase Order the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA.

FAR 52.225-18 Place of Manufacture (Sept 2006)

b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

ITAR/FCPA Disclosure Certification

GENERAL DYNAMICS

Ordnance and Tactical Systems

Purchase Order

11399 16TH COURT N. - SUITE 200
ST. PETERSBURG, FLORIDA 33716
TELEPHONE: (727) 578-8100

ORDER#: 20384 C/O: 000
DATE: 17-Jan-13
PAGE: 1 of 4

Order From: Supplier: 08774

EXPLO SYSTEMS, INC.
1600 JAVA ROAD
CAMP MINDEN
MINDEN LA 71055

Contact: KEN LAMPKIN
Phone: 318-382-8756
FAX: 318-382-8434

Ship To:

GENERAL DYNAMICS-OTS (MARION)
MARION OPERATIONS
ROUTE # 148, SOUTH
MARION IL 62959

Ship
To POC: JOHN NOLAN
Phone: 618-993-9338

Ship Via: NOT APPLICABLE
F.O.B.: N/A

Freight Terms: NOT APPLICABLE

Terms: NET 30 DAYS
Tax Exempt: YES

INVOICES TO: GENERAL DYNAMICS-ORDNANCE AND TACTICAL SYSTEMS, ATTN: ACCTS PAYABLE
11399 16TH COURT N. SUITE 200, ST. PETERSBURG, FL 33716

This PO Number must appear on all invoices, packing slips, packages, and correspondence.

THIS IS A RATED ORDER CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR 700). APPLICABLE TO THE FOLLOWING PRIME CONTRACT(S):

W52P1J11C0027 DPAS RATING: DOA6

CHANGE ORDER #0001 OF THIS FIRM FIXED PRICE PURCHASE ORDER #20384 IS ISSUED TO:

1. REDUCE CLIN 001 IMN 001 FROM 500,000 LBS OF M30 PROPELLANT TO 217,970 LBS OF M30 PROPELLANT. NET DECREASE: 282,030 LBS TO REFLECT THE ACTUAL QUANTITY OF PROPELLANT DELIVERED AND RECEIVED PER THE END USER CERTIFICATES PROVIDED BY EXPLO SYSTEMS INC.

2. INCORPORATE AS AN ATTACHMENT, "ATTACHMENT F" GD-OTS LETTER NO. AG12-072 PARTIAL TERMINATION FOR CAUSE NOTIFICATION: PURCHASE ORDER #20384 DATED DECEMBER 20, 2012. [ALREADY IN SUPPLIER'S POSSESSION]

ACKNOWLEDGEMENT

GD-OTS-EPA537

GENERAL DYNAMICS

Ordnance and Tactical Systems

PO NO: 20384

C/O: 00

PAGE: 2 of 4

(continued from previous page)

THE FOLLOWING DOCUMENTS ARE ATTACHED AND INCORPORATED AS IF THE LANGUAGE OF EACH ATTACHMENT IS ON THE FACE OF THIS PURCHASE ORDER:

A. INCORPORATE AS AN ATTACHMENT GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS STANDARD TERMS AND CONDITIONS FIXED-PRICE SUPPLIES AND SERVICES NON-COMMERCIAL ITEMS, DATED JUNE 15, 2010 [CURRENTLY IN THE SUPPLIER'S POSSESSION].

B. INCORPORATE AS AN ATTACHMENT SPECIAL PROVISIONS FOR W52P1J-10-R-0060 -- DEMIL CONVENTIONAL AMMO SOLICITATION DATED SEPTEMBER 16, 2010, [CURRENTLY IN THE SUPPLIER'S POSSESSION].

C. INCORPORATE AS AN ATTACHMENT ADDENDUM - UPDATED CIP - DEMIL AWARD (CONTRACT NUMBER: W52P1J-11-C-0027) (FORMER SOLICITATION NUMBER: W52P1J-10-R-0060), [CURRENTLY IN THE SUPPLIER'S POSSESSION].

D. INCORPORATE AS AN ATTACHMENT STATEMENT OF WORK FOR DEMILITARIZATION OF M30 AND M43 PROPELLANT DATED 23-FEB-12 SOW-ENGR-0035 REV -, [CURRENTLY IN THE SUPPLIER'S POSSESSION].

E. INCORPORATE AS AN ATTACHMENT EXPLO SYSTEMS INC., FIRM FIXED PRICE PROPOSAL #EXGD0011 REV 2 DATED 26 MARCH 2012, [CURRENTLY IN THE SUPPLIER'S POSSESSION].

F. INCORPORATE AS AN ATTACHMENT GD-OTS LETTER NO. AG12-072 PARTIAL TERMINATION FOR CAUSE NOTIFICATION: PURCHASE ORDER #20384 DATED DECEMBER 20, 2012. [ALREADY IN SUPPLIER'S POSSESSION]

NOTES

N1: PRICING OF THIS SUBCONTRACT PURCHASE ORDER IS IN ACCORDANCE WITH EXPLO SYSTEMS INC., FIRM FIXED PRICE PROPOSAL #EXGD0011 REV 2 DATED 26 MARCH 2012. BY AWARDED THIS WORK TO EXPLO, GD-OTS IS ACCEPTING ALL OUT YEAR PRICING OF THE QUOTATION. PRICING AS LISTED IN THE QUOTATION SHOULD REMAIN FIRM AND FIXED FOR ALL OUT YEARS OR THE TIME PERIODS QUOTED.

ACKNOWLEDGEMENT

GD-OTS-EPA538

GENERAL DYNAMICS

Ordnance and Tactical Systems

PO NO: 20384 C/O: 00

PAGE: 3 of 4

CLIN PART NUMBER	MSDS NO	DEL DATE	ORDER QTY	UM	UNIT COST	EXTENDED	TOTAL
001 P/N N/A			TOTAL			217,970.00	
PROPELLANT RECYCLE FOR M30 PROPELLANT							
(IMN)							
001		15-Feb-13	217,970.00	LB			
Chrg: P0299BASE000000 Contract: W52P1J11C0027							
GSI Required: N							
Deliver to: NOT APPLICABLE							

PURCHASE ORDER TOTAL:

PREVIOUS PURCHASE ORDER TOTAL:
THIS CHANGE:
REVISED PURCHASE ORDER TOTAL:

THIS IS NOT A VALID OR BINDING PURCHASE ORDER UNTIL A SIGNED COPY IS RECEIVED BY THE BUYER. PLEASE SIGN AND RETURN A COPY TO THE BUYER SHOWN BELOW WITHIN TEN (10) DAYS OF RECEIPT.

THE INFORMATION PROVIDED BY GD-OTS MAY BE SUBJECT TO U.S. EXPORT CONTROL LAWS AND REGULATIONS, INCLUDING THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR). UPON OBTAINING THE SUBJECT INFORMATION/DOCUMENTATION, IT IS THE RECEIVER'S RESPONSIBILITY TO COMPLY WITH THE ITAR.

THE ITEM BEING PURCHASED FROM YOUR FIRM IS DEEMED TO BE A "DEFENSE ARTICLE" AS DEFINED IN 22 C.F.R., CHAPTER I, SUBCHAPTER M, PARTS 120-130, SECTION 120.6 OF THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR). AS SUCH, YOU UNDERSTAND AND AGREE BY ACCEPTING THIS PURCHASE ORDER, THAT YOUR FIRM IS REQUIRED TO BE REGISTERED AS A MANUFACTURER OF DEFENSE ARTICLES IN ACCORDANCE WITH SECTION 122.1 OF ITAR.

IN ADDITION, YOU ARE HEREBY NOTIFIED THAT ANY TECHNICAL DATA (E.G., "DRAWINGS") PROVIDED BY GD-OTS RELATED TO THE DEFENSE ARTICLE BEING PURCHASED, IS DEEMED TO BE CONTROLLED TECHNICAL DATA IN ACCORDANCE WITH SECTION 120.10 OF ITAR. YOU ARE REQUIRED TO CONTROL ACCESS TO THIS TECHNICAL DATA TO ONLY EMPLOYEES OF YOUR FIRM THAT ARE U.S. CITIZENS OR PERMANENT RESIDENT ALIENS ("GREEN CARD") OF THE UNITED STATES.

ACKNOWLEDGEMENT

GD-OTS-EPA539

GENERAL DYNAMICS

Ordnance and Tactical Systems

PO NO: 20384 C/O: 00

PAGE: 4 of 4

BUYER: AMY GIMBLET
PHONE: 727-578-8283
FAX: 727-578-8750
EMAIL: AMY.GIMBLET@GD-OTS.COM

Amy Gimblet 1/17/13

AUTHORIZED SIGNATURE

[Handwritten Signature]

SUPPLIER SIGNATURE

ACKNOWLEDGEMENT

GD-OTS-EPA540

GENERAL DYNAMICS
ORDNANCE AND TACTICAL SYSTEMS
STANDARD TERMS AND CONDITIONS
FIXED-PRICE SUPPLIES AND SERVICES
NON-COMMERCIAL ITEMS
(June 15, 2010)

1. DEFINITIONS. Unless otherwise specified, as used herein:

"Government" means the United States Government.

"Buyer" means General Dynamics Ordnance and Tactical Systems

"Buyer's Contract" means the contract or subcontract, at any tier, entered into by Buyer and Buyer's customer and under which Buyer has issued this Purchase Order.

"Buyer's Representative" means the authorized representative of Buyer. Only individuals within Buyer's Procurement Group can be authorized representatives.

"DFARS" means the DOD FAR Supplement.

"FAR" means the Federal Acquisition Regulation.

"Goods" means the items to be delivered under this Purchase Order.

"Services" means the services to be provided under this Purchase Order.

2. ACCEPTANCE OF PURCHASE ORDER.

Acceptance of this Purchase Order by Seller is expressly limited to the terms and conditions contained in this Purchase Order. Any term or condition stated by the Seller in any prior proposal, on Seller's acknowledgment form, or in otherwise acknowledging or accepting this Purchase Order is deemed by Buyer to be a material alteration of this Purchase Order and is hereby rejected unless Buyer specifically agrees otherwise in writing. Acceptance of the Goods or Services covered by this Purchase Order will not constitute acceptance by Buyer of Seller's terms and conditions. Any of the following acts by Seller will constitute acceptance of this Purchase Order and all of its terms and conditions: signing and returning a copy of this Purchase Order, delivering any of the Goods or Services ordered, commencing performance or informing the Buyer in any manner of commencement of performance, or returning Seller's own form of acknowledgment.

3. COMPLIANCE WITH EXPORT LAWS. The information provided by Buyer may be subject to U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR). Seller may not export or re-export any information, technical data, or supplies except in strict compliance with all U.S. export control laws and regulations, including ITAR. Technical data that are controlled by the ITAR shall not be released to foreign nationals, including employees, companies or other entities, whether within or outside of the United States, unless the Seller shall first obtain the written consent of Buyer, and shall obtain the appropriate license or other advance approval from the U.S. Government. Seller's obligation to adhere to the ITAR shall survive the expiration or termination of this Purchase Order. Seller hereby agrees to defend and indemnify Buyer from and against any liability that Buyer may incur as a result of Seller's violation of any U.S. export or re-export control law or regulation.

4. PRICE, DELIVERY AND INVOICING. Seller shall

furnish the Goods or the Services in accordance with the prices and delivery schedule stated on the face of this Purchase Order. Prices include all applicable taxes. Sales taxes, if any, are to be identified as to amount and taxing authority but must be included in the price.

Seller warrants that the prices charged for the Goods and Services ordered hereunder will be as low as the lowest prices charged by the Seller to any customers purchasing similar Goods or Services in the same or similar quantities and under like circumstances.

Buyer may return, or store at Seller's expense, any Goods delivered more than ten (10) days in advance of the delivery date specified for such Goods unless early delivery is authorized in writing by the Buyer.

Time is of the essence in the performance of this Purchase Order. In addition to any other rights and remedies it may have under this Purchase Order or by law, Buyer may charge Seller for Buyer's premium transportation costs if necessary to meet Buyer's contract delivery schedules because of any unexcused failure by Seller to meet the delivery schedules of this Purchase Order.

Seller shall invoice in triplicate, with supporting documentation, with each shipment, and shall mail an additional copy (with its support) to the Buyer's Representative. Payment of invoices shall not constitute acceptance of Goods or Services and shall be subject to appropriate adjustment should Seller fail to meet any requirements of this Purchase Order. Buyer may set off any amount owed by Seller or Seller's affiliates to Buyer against any amount owed Seller by Buyer under this Purchase Order or any other contract between Buyer and Seller.

5. PACKING AND SHIPPING. No charge shall be made by Seller for packaging or storage unless specified by Buyer on the face of this Purchase Order. Unless otherwise specified, all Goods shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On containers, Seller shall mark handling and loading instructions, shipping information, Purchase Order number, item and account number, shipment date, and names and addresses of Seller and Buyer, in addition to any other information required by this Purchase Order. An itemized packing list shall accompany each shipment.

6. F.O.B., TITLE AND RISK OF LOSS. The F.O.B. point for the Goods delivered hereunder is designated on the face of this Purchase Order. If terms are F.O.B. Seller's location, Seller shall bear all risk of loss or damage to the Goods and title shall not shift to Buyer until delivery of the Goods to the carrier. If terms are F.O.B. Buyer's location, Seller shall bear all risk of loss or damage to the Goods and title shall not shift to Buyer until delivery of the Goods to Buyer's location. Nothing herein shall be construed to diminish Buyer's rights in the event of Seller's breach.

7. INSPECTION.

a. Seller is responsible for performing or having performed all inspections and tests necessary to substantiate that the Goods conform to Purchase Order requirements. Seller shall tender for acceptance only Goods that have been found by the Seller to be in conformance with the Purchase Order requirements.

b. All Goods may also be inspected and tested by Buyer, its customers, higher tier contractors, and (in the case of Goods purchased for a Government contract or subcontract) the Government, at all reasonable times and places. If such inspection or testing is made on Seller's premises, Seller shall provide without additional charge all reasonable facilities and assistance for such inspections and test. In its internal inspection and testing of the Goods, Seller shall, if required by Buyer, use an inspection system accepted by Buyer in writing. All inspection records relating to the Goods shall be available to Buyer during the performance of this Purchase Order, and for such longer periods as may be specified by Buyer in its acceptance of the inspection system, if any.

c. Final inspection and acceptance by Buyer shall be at destination unless otherwise specified in this Purchase Order. Such inspection shall be in accordance with the stated requirements of this Purchase Order. If rejection of a shipment would result from Buyer's normal inspection level under such procedures, Buyer may, at its option, conduct an above-normal level of inspection, up to 100% inspection, and charge the Seller the reasonable costs thereof. Acceptance of a lot through sampling criteria specified herein shall not preclude Buyer's right to reject, or to exercise any other right or remedy it may have under this Purchase Order or by law with respect to, individual items that fail to comply with any requirement of this Purchase Order.

d. No inspection (including source inspection), tests, approval (including design approval) or acceptance of the Goods shall relieve Seller from responsibility for any defects in the Goods or other failures to meet the requirements of this Purchase Order; for latent defects, fraud, or such gross mistakes as amount to fraud; or for Seller's warranty obligations. If the Goods are defective or otherwise not in conformity with the requirements of this Purchase Order, Buyer may, by written notice to Seller: (i) rescind this Purchase Order as to such Goods; (ii) reject such Goods and require the delivery of replacements; or (iii) accept such Goods at a reduced price. Deliveries of replacements shall be accompanied by a written notice specifying that such Goods are replacements. If Seller fails to deliver required replacements promptly, Buyer may: (i) replace or correct such Goods and charge the Seller the cost occasioned Buyer thereby; or (ii) terminate this Purchase Order for cause, in whole or in part, as provided in Paragraph 19b hereof. Rights granted to Buyer under this Clause are in addition to any rights or remedies provided elsewhere in this Purchase Order or by law.

e. Seller shall be responsible for all of Buyer's costs, damages, losses, claims, causes of action, liabilities, and expenses, arising from any act or omission of the Seller, its employees, subcontractors, agents, officers, or suppliers resulting from failure to meet any of the requirements and/or specifications of this Purchase Order. Seller shall be responsible for, without limitation, additional inspections to ensure compliance where necessary, investigations into inspection failures, any penalties or costs incurred by Buyer

as a result in delay in delivery, and remediation costs for defective Goods.

8. WARRANTIES.

a. Incorporation of warranties – If any warranty clause is incorporated below under Clause 32, SPECIAL U.S. GOVERNMENT PROVISIONS, or in the Special Provisions, such warranty provisions are in addition to the provisions in this clause to the extent to which they are consistent. To the extent its provisions are inconsistent with this clause, the provisions of any warranty incorporated under Clause 32 or in the Special Provisions shall prevail.

b. Warranties – In addition to all other express or implied warranties, Seller warrants that the Goods will be: (i) free from defects in workmanship and materials; (ii) free from defects in design except to the extent that such Goods comply with the detailed designs provided by Buyer; and (iii) in conformity with all the other requirements of this Purchase Order. Seller warrants that it will perform the Services under this Purchase Order with the degree of skill and judgment which is normally exercised by recognized firms with respect to services of a similar nature, and that Services will be provided in a good, competent and workmanlike manner. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance, and payment.

In addition to the warranties above, if Seller supplies, or incorporates into Goods supplied under this Purchase Order, goods that are manufactured by a third-party, Buyer shall have the benefit of warranties extended to Seller by the third-party to the extent they exceed Seller's warranties in scope or duration.

c. Further provisions – All warranties shall run to Buyer and to Buyer's customer.

In addition to any other remedies Buyer may have under this Purchase Order or at law, if Goods are found not to be as warranted within a period of one (1) year after final acceptance by Buyer, Buyer may return such Goods to Seller at Seller's expense for correction, replacement or credit, as Buyer may direct.

With respect to Goods found not to be as warranted, Seller shall bear the costs, if any, of inspection, disassembly, reassembly, retesting and any other similar costs incurred in connection with, or as a consequence of, correction, repair or replacement of Seller's Goods, including any such costs associated with assemblies into which Goods have been incorporated. Any Goods corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement Goods, be subject to the provisions of this Clause for the same period and to the same extent as Goods initially furnished pursuant to this Purchase Order.

In addition to any other remedies Buyer may have under this Purchase Order or at law, if the Services are found not to be performed as warranted within a period of one (1) year after the conclusion of the performance of the Services by Seller, Seller shall, at Buyer's option, either refund to Buyer the amount paid for the Services, or perform the Services again in a proper manner to the extent necessary to provide Buyer with the result originally contemplated by Buyer.

9. PROPRIETARY INFORMATION. All written information obtained by Seller from Buyer in accordance with this Purchase Order and which is identified as proprietary by Buyer shall be received in confidence and shall remain the property of Buyer, and shall be used and disclosed by Seller only to the extent necessary for the performance of this Purchase Order except that upon prior written notice to Buyer, Seller may use such information in the manufacture of end items for direct sale to the Government to the extent that the Government has the right to authorize such use by Seller, and, provided that Seller, to the extent practicable, prominently identifies such end items as being manufactured by Seller for direct sale to the Government.

Seller shall not provide any proprietary information to Buyer, nor shall Buyer be required to take any steps to protect any information provided by Seller, unless Buyer and Seller have separately executed a written agreement regarding the protection and disclosure of such Seller information.

10. SUBCONTRACTS. Seller shall not subcontract for all or substantially all of this Purchase Order without Buyer's prior written approval.

11. COMPLIANCE WITH LAWS.

(a) General. Seller agrees to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities, whether or not such provisions are referenced elsewhere in this Purchase Order. Such compliance is agreed to be a material element of the performance of this contract.

(b) Specific Areas. Without diminishing Seller's obligations under subparagraph (a), Seller agrees to the treatment of the specific areas of compliance as set forth in the following paragraphs:

(1) Cost or Pricing Data. Seller agrees that:

(i) if cost or pricing data, as defined in the Truth in Negotiations Act and implementing regulations, are required or requested; and

(ii) Seller or its lower-tier subcontractors:

(A) fail to provide current, accurate and complete cost or pricing data;

(B) claim an exception to a requirement or request to provide cost or pricing data and such exception is at any time determined to be inapplicable;

(C) furnish data of any description that were not accurate;

(D) as a prospective contractor, with notice of applicable cutoff dates and at Buyer's request, submit cost or pricing data that are not accurate, current and complete as of the cutoff date on Buyer's Certificate of Current Cost or Pricing Data; or

(E) the Government alleges any of foregoing;

such conduct by Seller or its lower-tier subcontractors shall be treated as a failure to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities and shall be subject to the remedies below.

(2) Approved Chemical Substances. Seller agrees that only chemical substances included in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act shall be sold hereunder and that failure to comply with this provision shall be treated as a failure to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities and shall be subject to the remedies below.

(3) Material Safety Data Sheet. Seller agrees to provide a completed Material Safety Data Sheet (OSHA Form 20 or equivalent) for any chemical substances sold hereunder as required by any federal, state or local law, ordinance, rule or regulation and that failure to comply with this provision shall be treated as a failure to comply with all applicable laws, orders, rules, regulations, and ordinances of government entities and shall be subject to the remedies below.

(c) Remedies. In addition to any other remedies provided under this Purchase Order or by law, if:

(1) Seller or its officers, employees, agents, suppliers, or subcontractors at any tier fails to comply with any applicable laws, orders, rules, regulations, and ordinances of government entities and, as a result

(2) Buyer's contract price or fee is reduced, Buyer's costs are determined to be unallowable, Buyer incurs any fines, penalties or interest costs, or Buyer incurs any other costs, losses, or damages;

then Buyer may reduce the price, or the recoverable costs and fee, of this Purchase Order or of any other contract with Seller, by a corresponding amount or amounts, or may demand payment of such amounts, or both, and Seller shall promptly pay any such amount demanded.

12. LIEN WAIVERS. Seller shall furnish, upon Buyer's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this Purchase Order.

13. INDEMNIFICATION AND INSURANCE.

a. Unless Buyer approves in writing a self-insurance program of Seller, the Seller shall maintain at Seller's cost, with insurers of nationally recognized stature issued by companies rated A-VII or above by AM Best, insurance (i) fully covering all furnished property. At a minimum, Seller must have the following insurance coverage for potential liability incurred in the performance of this Purchase Order:

1. General Commercial Liability - \$1,000,000 Bodily Injury and Property Damage - combined single limit per occurrence. Buyer shall be included as an additional insured.

2. Automobile Liability - \$1,000,000 Bodily Injury and Property Damage, combined single limit per occurrence. Buyer shall be included as an additional insured.

3. Workers Compensation - As required by law applicable to Seller's operations. Seller and insurer waive subrogation rights against Buyer.

4. Employer Liability - \$1,000,000 per occurrence. Seller and insurer waive subrogation rights against Buyer.

Seller's insurance shall be primary to any insurance coverage procured by Buyer. On Buyer's request, Seller shall furnish Buyer with evidence of Seller's compliance with any aspect of this Clause.

b. Notwithstanding the existence or lack of insurance and as an unrelated matter, Seller shall defend, indemnify, and hold harmless Buyer and Buyer's customer from any losses, claims, demands, or suits (including those from Seller's employees) for bodily injury (including death) or property damage howsoever arising out of Seller's performance of this Purchase Order and irrespective of Buyer's negligence in any degree.

c. All work to be performed on this Purchase Order by Seller is at Seller's risk as to the methods, processes, procedures, and safe conduct of the work. If Seller is to perform work on the premises or within facilities owned or controlled by Buyer, Buyer's customer, or any other entity, Seller shall be solely responsible for the safe conduct of such work and the protection of the premises or facilities, and of any persons on the premises or facilities. Seller shall defend, indemnify, and hold harmless Buyer, its employees, agents, or subcontractors, and invitees for and against all losses, claims, damages or suits, including those suffered or brought by Seller's employees, for bodily injury (including death) or property damage and which arise from performance of the work by Seller, its employees, agents, invitees, or subcontractors, irrespective of Buyer's negligence in any degree.

d. In no event shall Buyer be liable, for any reason or arising from any cause whatsoever, for special, incidental, or consequential damages.

e. Seller, to the extent not covered by the foregoing paragraphs of this Clause, shall defend, indemnify, and save Buyer harmless, against and from any demands, decisions, judgments, orders, awards, costs and expenses, including attorney fees, arising from or incurred in resisting any claim, demand, or asserted right of Buyer's customer based on any act or omission by Seller under or in any way related to this Purchase Order or to any step leading to award of this Purchase Order.

f. To the extent Seller is required by this Purchase Order to insure against loss or damage to property of Buyer or a customer of Buyer, (i) insurance policies of Seller shall disclose the interest of Buyer and Buyer's customer; (ii) those policies shall contain an endorsement that no cancellation or material change in the coverage adversely affecting the interest of Buyer or Buyer's customer shall be effective unless Seller or the insurer gives written advance notice of cancellation or change, and unless Seller has

complied with such other direction as may be given by Buyer or Buyer's customer as applicable.

g. The Parties understand and agree that the Seller is an independent contractor to Buyer, and Seller shall be solely responsible for providing its employees and/or agents with Worker's Compensation insurance as required by the jurisdiction governing Seller at the time work is performed under this Purchase Order. Seller shall maintain no less coverage than what is required under applicable law or regulation, and shall hold harmless, indemnify and defend Buyer from claims by Seller's employees and/or agents for injuries, or aggravation of existing injuries, sustained in connection with work being performed under this Purchase Order.

h. Seller agrees that, upon delivery of materials by Buyer or as caused by Buyer as required under this Purchase Order, Seller shall take ownership of such materials and shall assume any and all responsibility for: 1) All actions and obligations it performs under this Purchase Order; 2) Complying with all laws and regulations applicable to proper handling, transportation, disposal and/or treatment of the materials; 3) Ensuring its subcontractors comply with any and all applicable laws and regulations and applicable contract terms. Seller agrees to hold harmless and indemnify Buyer for and against any and all judgments, fines, settlements, penalties, or costs, resulting from a claim, demand, or lawsuit from any third party (including from the Government) related to Seller's obligations of performance under this Purchase Order, to include without limitation, disposal or treatment of the materials. Seller shall defend Buyer for indemnifiable claims under this section at its own expense and shall be solely responsible for all attorney fees and costs associated with such defense. Seller shall maintain insurance coverage, in addition to any other requirement in this contract, in an amount to cover its potential liability and indemnification obligations under this section, which shall be no less than \$10,000,000 for environmental liability (including coverage for losses incurred related to disposal or treatment of materials), and Buyer shall be a named insured on that insurance policy.

14. **ASSIGNMENT.** Seller shall not assign this Purchase Order or any rights under this Purchase Order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such written consent.

15. **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this Purchase Order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.

16. **RETENTIONS.** In addition to any other rights Buyer has, Buyer may, at its sole option, withhold payment of up to ten percent (10%) of the total value of this Purchase Order or individual invoices until Seller provides all required objective quality evidence, submits required data items, and satisfactorily fulfills all other reporting and documentation requirements.

17. **PUBLICITY.** Seller shall not make or authorize any news release, advertisement, or other disclosure (except as required by law) that denies or confirms the existence of this Purchase Order without prior written consent of Buyer.

18. CHANGES. This Purchase Order and the terms and conditions herein may not be changed in any respect without written approval or direction of Buyer's representative. Buyer may, at any time, by written change order and without notice to the sureties, if any, suspend performance of this Purchase Order, in whole or in part; make changes in the drawings, designs, specifications, method of shipment of packing, or time or place of inspection, delivery, or acceptance of the Goods; reschedule the Services; or require additional or diminished Goods or Services; and Seller shall proceed diligently with the performance of this Purchase Order as so changed irrespective of whether a price adjustment has been determined as provided by this Clause. If any such change causes an increase or decrease in the cost of or the time required for performance of this Purchase Order and Seller makes a proper and timely request, Buyer shall make an equitable adjustment in the Purchase Order price or delivery dates or both, and this Purchase Order shall be modified in writing accordingly. Any equitable adjustment for suspension or interruption of, or delay in, Seller's performance shall exclude profit.

If Seller deems any instruction or direction by or on behalf of Buyer to be a change to this Purchase Order, it must so notify Buyer in writing within seven (7) days of the receipt of such instruction or direction.

Any claim by Seller for adjustment under this Clause may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Seller of the change order or direction, except where an extension is granted in writing by Buyer.

If the cost of property made obsolete or excess as a result of a change is paid by Buyer, Buyer may prescribe the manner of disposition of such property.

Buyer's engineering and technical personnel are not authorized to change the Goods or Services ordered or any other provision of this Purchase Order. No change order or other modification will be binding on Buyer unless issued by an authorized representative of Buyer's procurement department.

19a. TERMINATION FOR BUYER'S CONVENIENCE

a. Buyer may terminate performance of work under this Purchase Order in whole or, from time to time, in part if Buyer determines that a termination is in Buyer's interest. Buyer's Representative shall terminate by delivering to Seller a Notice of Termination specifying the extent of termination and the effective date.

b. After receipt of a Notice of Termination, and except as directed by Buyer's Representative, Seller shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of this Purchase Order.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to Buyer, as directed by Buyer's Representative, all right, title, and interest of Seller under the subcontracts terminated, in which case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by Buyer's Representative, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by Buyer's Representative, transfer title and deliver to Buyer: (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) The completed or partially completed plans, drawings, information, and other property that, if the Purchase Order had been completed, would be required to be furnished to Buyer.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that Buyer's Representative may direct, for the protection and preservation of the property related to this Purchase Order that is in the possession of Seller and in which Buyer has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by Buyer's Representative, any property of the types referred to in paragraph b(6) of this clause; provided, however, that Seller (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, Buyer's Representative. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Buyer under this Purchase Order, credited to the price or cost of the work, or paid in any other manner directed by Buyer's Representative.

c. Seller shall submit complete termination inventory schedules no later than sixty (60) days from the effective date of termination, unless extended in writing by Buyer's Representative upon written request of Seller within this 60-day period.

d. After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, Seller may submit to Buyer's Representative a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by Buyer's Representative. Seller may request Buyer to remove those items or enter into an agreement for their storage. Within thirty (30) days, Buyer will accept title to those items and remove them or enter into a storage agreement. Buyer's Representative may verify the list upon removal of the items, or if stored, within sixty (60) days from submission of the list, and shall correct the list, as necessary, before final settlement.

e. After termination, Seller shall submit a final termination settlement proposal to Buyer's Representative in the form and with the certification prescribed by Buyer's Representative. Seller shall submit the proposal promptly, but no later than 6 months from the effective date of termination, unless extended in writing by Buyer's Representative upon written request of Seller within this 6-month period.

However, if Buyer's Representative determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If Seller fails to submit the proposal within the time allowed, Buyer's Representative may determine, on the basis of information available, the amount, if any, due Seller because of the termination and shall pay the amount determined.

f. Subject to paragraph e of this clause, Seller and Buyer's Representative may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph f or paragraph g of this clause, exclusive of costs shown in paragraph g(3) of this clause, may not exceed the total Purchase Order price as reduced by (1) the amount of payments previously made and (2) the Purchase Order price of work not terminated. This Purchase Order shall be modified, and Seller paid the agreed amount. Paragraph g of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

g. If Seller and Buyer's Representative fail to agree on the whole amount to be paid because of the termination of work, Buyer's Representative shall pay Seller the amounts determined by Buyer's Representative as follows, but without duplication of any amounts agreed on under paragraph f of this clause:

(1) The Purchase Order price for completed Goods or Services accepted by the Buyer (or sold or acquired under paragraph b(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of: (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to Goods or Services paid or to be paid under paragraph g(1) of this clause; (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Purchase Order if not included in subdivision g(2)(i) of this clause; and (iii) A sum, as profit on subdivision g(2)(i) of this clause, determined by Buyer's Representative, consistent with 49.202 of the FAR, in effect on the date of Buyer's Contract, to be fair and reasonable; however, if it appears that Seller would have sustained a loss on the entire Purchase Order had it been completed, Buyer's Representative shall allow no profit under this subdivision g(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including: (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

h. Except for normal spoilage, and except to the extent that Buyer expressly assumed the risk of loss, Buyer's Representative shall exclude from the amounts payable to

Seller under paragraph g of this clause, the fair value, as determined by Buyer's Representative, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Buyer.

i. The cost principles and procedures of Part 31 of the FAR, in effect on the date of Buyer's Contract, shall govern all costs claimed, agreed to, or determined under this clause.

j. In arriving at the amount due Seller under this clause, there shall be deducted: (1) All unliquidated advance or other payments to Seller under the terminated portion of this Purchase Order; (2) Any claim which Buyer has against Seller under this Purchase Order; and (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Seller or sold under the provisions of this clause and not recovered by or credited to Buyer.

k. If the termination is partial, Seller may file a proposal with Buyer's Representative for an equitable adjustment of the price(s) of the continued portion of this Purchase Order. Buyer's Representative shall make any equitable adjustment agreed upon. Any proposal by Seller for an equitable adjustment under this clause shall be requested within forty-five (45) days from the effective date of termination unless extended in writing by Buyer's Representative.

l. (1) Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Seller for the terminated portion of this Purchase Order, if Buyer's Representative believes the total of these payments will not exceed the amount to which Seller will be entitled. (2) If the total payments exceed the amount finally determined to be due, Seller shall repay the excess to Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by Seller to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in Seller's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by Buyer's Representative because of the circumstances.

m. Unless otherwise provided in this Purchase Order or by statute, Seller shall maintain all records and documents relating to the terminated portion of this Purchase Order for three (3) years after final settlement. This includes all books and other evidence bearing on Seller's costs and expenses under this Purchase Order. Seller shall make these records and documents available to Buyer and the Government, at Seller's office, at all reasonable times, without any direct charge. If approved by Buyer's Representative, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

19b. TERMINATION FOR CAUSE

a. (1) Buyer may, subject to paragraphs c and d of this clause, by written notice of default to Seller, terminate this Purchase Order in whole or in part if Seller fails to: (i) Deliver the Goods or perform the Services within the time specified in this Purchase Order or any extension; (ii) Make progress, so as to endanger performance of this Purchase Order (but see paragraph a(2) of this clause); or (iii) Perform any of the other provisions of this Purchase Order (but see paragraph a(2) of this clause).

(2) Buyer's right to terminate this Purchase Order under subdivisions a(1)(ii) and (1)(iii) of this clause, may be exercised if Seller does not cure such failure within ten (10) days (or more if authorized in writing by Buyer's Representative) after receipt of the notice from Buyer's Representative specifying the failure.

b. If Buyer terminates this Purchase Order in whole or in part, it may acquire, under the terms and in the manner Buyer's Representative considers appropriate, Goods or Services similar to those terminated, and Seller will be liable to Buyer for any excess costs for those Goods or Services. However, Seller shall continue the work not terminated.

c. Except for defaults of subcontractors at any tier, Seller shall not be liable for any excess costs if the failure to perform this Purchase Order arises from causes beyond the control and without the fault or negligence of Seller. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of Seller.

d. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both Seller and the subcontractor, and without the fault or negligence of either, Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted Goods or Services were obtainable from other sources in sufficient time for Seller to meet the required delivery schedule.

e. If this Purchase Order is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer's Representative, any (1) completed Goods, and (2) partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that Seller has specifically produced or acquired for the terminated portion of this Purchase Order. Upon direction of Buyer's Representative, Seller shall also protect and preserve property in its possession in which Buyer or the Government has an interest.

f. Buyer shall pay the Purchase Order price for completed Goods delivered and accepted. Seller and Buyer's Representative shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Claims and Disputes clause. Buyer may withhold from these amounts any sum Buyer's Representative determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.

g. If, after termination, it is determined that Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Buyer.

h. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order.

20. NO WAIVER; SEVERABILITY. The failure of Buyer to insist upon the performance of any provision of this Purchase Order, or to exercise any right or privilege granted

to the Buyer under this Purchase Order or by law, shall not be construed as waiving such provision or any other provision of this Purchase Order, and the same shall continue in full force and effect. If any provision of this Purchase Order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this Purchase Order shall not be affected thereby, and shall remain in full force and effect.

21. APPLICABLE LAW. Irrespective of the place of performance, this Purchase Order will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Florida shall apply, exclusive of its rules concerning conflicts of laws. All Parties to this Purchase Order expressly submit to the jurisdiction of the Courts of the United States of America and to the Courts of the individual States of the United States of America which are of competent jurisdiction.

22. PROHIBITION OF GRATUITIES.

a. Seller represents and warrants that it and its officers, employees, agents and representatives have not offered or given, and agrees that it and its officers, employees, agents and representatives will not offer or give, any kickbacks or gratuities in the form of entertainment, gifts, or otherwise to any officer or employee of Buyer or Buyer's customer with a view toward securing this or any other Purchase Order, any favorable treatment with respect to the awarding or amending of this or any other Purchase Order, or the making of any determination with respect to Seller's right or duties.

b. For any breach of Seller's obligations under this Clause, Buyer shall have, in addition to any other rights provided by this Purchase Order, the right to terminate any or all Purchase Orders with Seller for cause, and to recover from Seller the amount of any gratuity, plus all reasonable costs (including attorney fees) incurred in seeking such recovery. (Seller is also advised that, if this Purchase Order is issued under a prime contract or subcontract of the Government, any gratuity offered or given in violation of this Clause may also entail liabilities of Seller under applicable statutes, regulations, or other Purchase Order provisions.)

23. PRICING OF ADJUSTMENTS. All adjustments, including but not limited to "equitable adjustments," under this Purchase Order shall be based upon Seller's costs, plus a reasonable profit unless profit is expressly excluded by language of this Purchase Order. Seller's costs shall be those that are reasonable, allowable, and allocable under the standards of Part 31 of the Federal Acquisition Regulation (and, if this Purchase Order is issued under a contract or subcontract with any Department of Defense entity, Part 231 of DFARS) as in effect in Buyer's Contract on the date of this Purchase Order.

24. CLAIMS AND DISPUTES.

a. Claims for Adjustment. For any claims seeking an equitable adjustment or other relief in excess of \$100,000 submitted by Seller under this Purchase Order, Seller shall submit to Buyer a signed certificate that states as follows, substituting Seller's legal name where indicated: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and

belief; that the amount requested accurately reflects the Purchase Order adjustment for which [the Seller] believes General Dynamics Ordnance and Tactical Systems is liable; and that I am duly authorized to certify the claim on behalf of [the Seller].” If requested by Buyer, Seller shall identify the portion of its claim for which it believes the Government is liable and shall execute the certification above, substituting “the Government” for “General Dynamics Ordnance and Tactical Systems” as to such amount.

b. Government Decisions. If a final decision is issued by a Contracting Officer for Buyer’s Contract (or the Prime Contract under which Buyer’s Contract is issued) and the decision relates in any way to this Purchase Order or to the Goods or Services ordered hereunder, said decision, if binding upon the Buyer, shall also be binding upon Buyer and Seller with respect to this Purchase Order. If Buyer appeals or commences an action regarding such decision, any decision upon such appeal or action, if binding upon the Buyer under the Prime Contract, shall be binding upon the Buyer and Seller as it relates to this Purchase Order. If any appeal is taken or an action commenced by Buyer, Seller shall assist Buyer in its prosecution thereof in every reasonable manner.

If, as a result of any decision or judgment binding upon Buyer, Buyer is unable to obtain reimbursement from the Government (or Buyer’s customer) for, or is required to refund or credit to the Government (or Buyer’s customer), any amount with respect to which Buyer has paid Seller, Seller shall, on demand, promptly repay such amount to Buyer.

c. Resolution of Other Disputes. Any dispute between Buyer and Seller that is not resolved pursuant to the provisions of this Purchase Order or through discussions between the parties may be resolved through an action in a court of appropriate jurisdiction and venue.

d. Seller to Continue Performance. Seller shall proceed diligently with performance of this Purchase Order pending final resolution of any request for relief, claim, dispute, appeal or action arising under or in connection with this Purchase Order and pending such resolution shall comply with Buyer’s written direction, if any, on the matters at issue.

25. **INSOLVENCY.** Buyer may terminate this Purchase Order for cause if Seller files a voluntary petition under any federal or state bankruptcy act, is adjudicated a bankrupt, Seller becomes insolvent or commits an act of bankruptcy, or engages in any act which reasonably causes Buyer to deem itself insecure.

26. **DESIGN, TOOLS, DIES, ETC.**

a. Unless otherwise agreed herein, Seller at its sole cost shall supply all material, equipment, designs, drawings, tools and facilities required to perform this Purchase Order.

b. Any materials, equipment, designs, drawings, tools or other property furnished by Buyer or specifically paid for by Buyer shall be Buyer’s property, shall be used only in filling orders from Buyer and may on Buyer’s demand be removed by Buyer without charge. Seller shall use such property at its own risk and shall be responsible for all loss of or damage to the same or to any person while property is in Seller’s custody. Seller shall, at its sole cost, store and maintain all such property and maintain property in good condition and

repair. Buyer makes no warranties of any nature with respect to any such property, which is furnished “AS IS.”

c. Graphics arts and packaging materials: All film negatives, positives, engravings, electrodes and dies made by Seller for the production of material of this Purchase Order will become the property of Buyer and be delivered to Buyer at the completion of work under this Purchase Order.

d. Notwithstanding anything herein to the contrary, the provisions of this paragraph do not apply to property owned by the Government. Disposition and use of Government property shall be governed by applicable Government regulations.

27. **CONSTRUCTION.** This Purchase Order shall be construed to have been drafted equally by all parties. The language of all parts of the Purchase Order shall be construed as a whole, according to its fair meaning, and any presumption or other principle that the language herein is to be construed against any party shall not apply. The headings used herein are for reference only and shall not affect the interpretation of the Purchase Order.

28. **COMPLETE AGREEMENT.** All specifications, drawings, and data submitted to Seller with this Purchase Order are hereby incorporated herein and made a part hereof. This Purchase Order constitutes the entire contract between Buyer and Seller for the specific purchase described herein. No other negotiations, promises or agreements about this Purchase Order are binding. All of the provisions herein shall be limited to this Purchase Order and shall not modify, cancel or waive provisions of other agreements, to include an Ordering Agreement or pricing agreements for other purchase orders. No revision, addition, or supplement to this Purchase Order or to any of its terms or conditions shall be effective unless agreed to in writing by Buyer’s Representative.

29. **SURVIVAL.** Seller shall not be relieved of its obligations under the following clauses (or under any applicable Special U.S. Government Provision that, by its nature, requires continuing obligations on Seller to achieve its intended effect) because of the termination, expiration, or completion of this Purchase Order:

- Inspection
- Warranties
- Proprietary Information
- Compliance with Laws
- Lien Waivers
- Indemnification and Insurance
- Publicity
- Changes (as to disposition of property only)
- Applicable Law
- Pricing of Adjustments
- Claims; Disputes
- Designs, Tools, Dies, Etc.
- Compliance with Export Laws

30. **ORDER OF PRECEDENCE.** Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order: (a) the face of this Purchase Order; (b) Special Provisions, if any; (c) these Standard Terms and Conditions; (d) Attachments, Exhibits, or Annexes, if any; and (e) the Statement of Work.

31. **EXCUSABLE DELAYS.**

a. Buyer shall not be liable for any delay or failure to perform if the delay or failure is without the fault or negligence of Buyer including, as examples, any of the enumerated causes listed in Paragraph 19b, subparagraph c.

b. Seller shall not be liable for any delay or failure to perform to the extent such delay or failure to perform is excusable pursuant to Paragraph 19b, subparagraphs c and d, and provided Seller gives written notice to Buyer as soon as any such cause is anticipated (or, if it could not be anticipated, as soon as possible after it occurs). If Buyer believes the failure, delay, or anticipated delay in Seller's performance may impair Buyer's ability to meet Buyer's production or delivery schedules or otherwise interfere with Buyer's operation, Buyer may, at its sole option and without liability to Seller, cancel remaining deliveries in whole or in part.

32. SPECIAL U.S. GOVERNMENT PROVISIONS. The provisions set forth in this Clause shall apply only if this Purchase Order is issued under a Government prime contract or under a subcontract, at any tier, issued to Buyer under a Government prime contract.

d. The following clauses of the FAR and DFARS are incorporated herein by reference, and made part hereof with the same force and effect as if they were given in full text, to the extent and with the changes to the clause text specified herein. The date of each clause is specified; however, the clause in effect in the Buyer's Contract on the date of this Purchase Order shall be incorporated by reference and changes, if necessary, to each such clause shall be made to be consistent with the intent of the changes set forth below.

33. REPRESENTATIONS AND CERTIFICATIONS. The following representations and certifications are material representations relied upon by Buyer in making award to Seller. Seller shall notify Buyer of any change of circumstances affecting representations and certifications made by Seller. *The representations and certifications as set forth below omit several choices that appear in the FAR version. By executing this Purchase Order, Seller represents that it has considered the full FAR version of the representations and certifications before executing this Purchase Order and affirms that the representations and certifications below are accurate.*

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). Applicable only if this Purchase Order exceeds \$100,000.

Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made

FAR 52.209-5 Certification Regarding Responsibility Matters (April 2010)

(a) (1) Seller certifies, to the best of its knowledge and belief, that-

(i) The Seller and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal Criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(ii) The Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

Seller represents that if Seller has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (i) Seller has filed all required compliance reports; and, (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.222-25 Affirmative Action Compliance (Rev. 4/1984)

The offeror represents that --

(a) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

FAR 52.223-13 Certification Of Toxic Chemical Release Reporting (Aug 2003). Applicable to Purchase Orders in excess of \$100,000 if FAR 52.223-14 is included in Buyer's Contract.

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 13148, April 21, 2000.

(b) By signing this Purchase Order, Seller certifies that-

As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), Seller will file and continue to file for such facilities for the life of the Purchase Order the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA.

FAR 52.225-18 Place of Manufacture (Sept 2006)

b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

ITAR/FCPA Disclosure Certification

By signing this Purchase Order, Seller hereby certifies he has not paid, or offered or agreed to pay, or has caused to be paid, or offered or agreed to be paid directly or indirectly, in respect of this Purchase Order any political contributions, fees or commissions (as defined in Part 130 of the International Traffic In Arms Regulations ["ITAR"], as amended and/or the Foreign Corrupt Practices Act ["FCPA"], as amended).

Seller further certifies that it will not offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to a Territory official (as defined in the FCPA, as amended), to any Territory political party or official thereof or any candidate for Territory political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Territory official, to any Territory political party or official thereof, or to any candidate for Territory political office, for the purposes of:

- (a) influencing any act or decision of such Territory official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or
- (b) inducing such Territory official, political party, party official, or candidate to use his or its influence with the Territory government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist Buyer or Seller in obtaining or retaining business for or with, or directing business to Buyer or Seller.

Employee Rights Under the National Labor Relations Act (DEVIATION 2010-00013)

By signing this Purchase Order, Seller hereby certifies that it has read, understands, and shall comply with the notice requirements 29 CFR Part 471, which is incorporated as a contract clause by reference. The text below applies to this Purchase Order, except the word "Contractor" shall for purposes of this Order, refer to the Seller.

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b) (3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, u.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/E013496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

The Contractor will comply with all provisions of the Secretary's notice and related rules, regulations and orders of the Secretary of Labor.

DFARS 252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (February 2010)

By signing this Purchase Order, Seller hereby certifies that it has read, understands, and shall comply with DFARS Clause 252.222-7999, Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (February 2010) which is incorporated as a contract clause by reference. The text below applies to this Purchase Order, except the word "Contractor" shall for purposes of this Order, refer to the Seller.

a) Definitions

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

b) The Contractor –

(1) Agrees not to –

- (i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
- (ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employees or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, also imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b) (1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor agreements with employees or independent Contractors that may not be enforced in a court of the United States.

d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than (15) business days before the contract or subcontract addressed in the determination may be awarded.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Seller further agrees that if subsequent developments cause the certifications and information reported herein to be no longer accurate or complete, Seller will immediately furnish Buyer with a supplementary report detailing such change in circumstances.

INCORPORATION OF FEDERAL CLAUSES - The following clauses incorporated by reference shall be those in effect on the effective date of the Government Prime Contract (as amended) with Buyer to which this Order, subcontract, Purchase Order, or agreement relates. The FAR and Supplements thereto are obtainable from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Portions of the FAR are also accessible at <http://www.arnet.gov/far/>.

(B) Any reference in the following clauses to the "Disputes" clause shall mean the Article entitled "Disputes Under A Government Prime Contract" of the Order to which these Terms and Conditions are attached.

(C) Seller shall insert the following provisions in selected lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise as appropriate.

(D) Wherever used, the terms "Contract" and "Contractor" shall mean this Order (or subcontract, Purchase Order, or agreement) and Seller (including Seller as Bidder or Offeror), respectively. The terms "Government," "Contracting Officer," and equivalent phrases shall mean Buyer except where further clarified or modified and except that the clauses identified by * shall have their original meaning as written in the FAR, and when identified by ** shall not only have their original meaning as written in the FAR, but also shall mean Buyer. "Subcontractor," however, shall mean "Seller's Subcontractor."

Seller acknowledges it has had the opportunity to inquire as to the clauses present in Buyer's contract and agrees to be bound to such clauses in the manner listed below.

Any reference to a "Default" clause shall mean Paragraph 19b, "Termination for Cause" of this Purchase Order.

I. FAR CLAUSES

- 52.203-3 **Gratuities*** (The term "agency head" means Buyer). (Rev. 4/1984.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.203-5 **Covenant Against Contingent Fees.** (Rev. 4/1984.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.203-6 **Restrictions on Subcontractor Sales to the Government.** (Rev. 9/2006.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.203-7 **Anti-Kickback Procedures.** (Rev. 7/1995.)

Applicable if this Order exceeds \$100,000, except that paragraph (c)(1) of FAR 52.203-7 is not included in this Order. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Buyer to withhold any sum from the Seller, Buyer may"
- 52.203-10 **Price or Fee Adjustment for Illegal or Improper Activity.** (Rev. 1/1997.)
- 52.203-11 **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.** (Rev. 10/2007.)
- 52.203-12 **Limitation on Payments to Influence Certain Federal Transactions.*** (Rev. 9/2007.) (Applicable if this Order exceeds \$100,000).
- 52.203-13 **Contractor Code of Business Ethics and Conduct** (Rev. 4/2010). (Applicable if this Order exceeds \$5,000,000.00)
- 52.203-14 **Display of Hotline Poster(s)** (Rev. 12/2007). (Applicable if this Order exceeds \$5,000,000.00)
- 52.204-2 **Security Requirements.*** (Rev. 8/1996.) (Excluding any reference to the Changes clause in the prime contract).
- 52.204-9 **Personal Identity Verification of Contractor Personnel.** (Rev. 9/2007.)
- 52.209-6 **Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** (Rev. 9/2006.) (Applicable if this Order exceeds \$30,000.)
- 52.211-5 **Material Requirements.** (Rev. 8/2000.)
- 52.211-15 **Defense Priority and Allocation Requirements.** (Rev. 4/2008.)

If this Order is a "rated order" as indicated by a DPAS rating elsewhere in this Order, Seller will follow all the provisions of the Defense Priorities and Allocation System Regulations.

- 52.214-26 **Audit and Records-Sealed Bidding.** (Rev. 3/2009.) (Applicable if this Order exceeds \$650,000 and is awarded by sealed bidding procedures.)
- 52.214-27 **Price Reduction for Defective Cost or Pricing Data — Modifications — Sealed Bidding.** (Rev. 10/1997.)
In paragraph (d), the term "Contracting Officer" does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.
- 52.214-28 **Subcontractor Cost or Pricing Data — Modifications — Sealed Bidding.** (Rev. 10/1997.)
Applicable if at the time the Order was entered into, it exceeded the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).
- 52.215-2 **Audit and Records — Negotiation.*** (Rev. 3/2009.)
Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.
- 52.215-10 **Price Reduction for Defective Cost or Pricing Data.** (Rev. 10/1997.) (Applicable to Orders for which it is contemplated cost or pricing data will be required.)
In paragraph (c) the term "Contracting Officer" does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.
- 52.215-11 **Price Reduction and Defective Cost of Pricing Data — Modifications.** (Rev. 10/1997.) (Applicable to Orders for which it is contemplated cost or pricing data will be required for modifications and the Order includes FAR 52.215-10.)
In paragraph (d), the term "Contracting Officer" does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.
- 52.215-12 **Subcontractor Cost or Pricing Data.** (Rev. 10/1997.)
Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).
- 52.215-13 **Subcontractor Cost or Pricing Data — Modifications.** (Rev. 10/1997.)
Applicable if the Order, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).
- 52.215-14 **Integrity of Unit Prices.** (Rev. 10/1997.) Alt. I (Rev. 10/1997.) (Applicable, except for paragraph (b), if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.215-15 **Pension Adjustments and Asset Reversions.** (Rev. 10/2004.)
Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.
- 52.215-16 **Facilities Capital Cost of Money.** (Rev. 6/2003.)
- 52.215-18 **Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions.** (Rev. 7/2005.)
Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.
- 52.215-19 **Notification of Ownership Changes.** (Rev. 10/1997.)
Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.
- 52.219-8 **Utilization of Small Business Concerns.** (Rev. 5/2004.) (Applicable only if this Order offers further subcontracting opportunities).
- 52.219-9

- & Alt. II **Small Business Subcontracting Plan.** (Rev. 4/2008.) (Applicable only if this Order offers further subcontracting opportunities, exceeds \$550,000, and Seller is not a Small Business Concern.)
- 52.219-16 **Liquidated Damages — Subcontracting Plan.** (Rev. 1/1999.)
- 52.219-23 **Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.** (Rev.10/2008.)
- 52.222-1 **Notice to the Government of Labor Disputes.** (Rev. 2/1997.)
- 52.222-4 **Contract Work Hours and Safety Standards Act — Overtime Compensation.** (Rev. 7/2005.)

Applicable if this Order requires employment of laborers or mechanics. In addition, Buyer may withhold or recover from the Seller any sums the Contracting Officer withholds or recovers from Buyer because of a violation of a provision of this clause by the Seller or Seller's subcontractor.
- 52.222-20 **Walsh-Healey Public Contracts Act.** (Rev. 12/1996.)
- 52.222-21 **Prohibition of Segregated Facilities.** (Rev. 2/1999.)
- 52.222-26 **Equal Opportunity.** (Rev. 3/2007.)

Subparagraphs (b)(1) through (11) of FAR 52.222-26 only are included in this Order.
- 52.222-35 **Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.** (Rev. 9/2006.) (Applicable if the Order is for \$100,000 or more.)
- 52.222-36 **Affirmative Action for Workers with Disabilities.** (Rev. 6/1998.)

Applicable if this Order exceeds \$10,000. Paragraph (b)(2) is revised to delete "provided by or through the Contracting Officer" and insert "provided upon request by the Contracting Officer through the Buyer's Purchasing Representative."
- 52.222-37 **Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.** (Rev. 9/2006.) (Applicable if the clause at 52.222-35 is applicable.)
- 52.222-39 **Notification of Employee Rights Concerning Payment of Union Dues or Fees.** (rev. 12/2004.) (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.222-50 **Combating Trafficking In Persons** (Rev. 2/2009.)
- 52.223-3 **Hazardous Material Identification and Material Safety Data.** (Rev. 1/1997.)
- 52.223-5 **Pollution Prevention and Right-to-Know Information .** (Rev. 8/2003.)
- 52.223-7 **Notice of Radioactive Materials.** (Rev. 1/1997.)
- 52.223-11 **Ozone-Depleting Substance.** (Rev. 5/2001.)
- 52.224-2 **Privacy Act.** (Rev. 4/1984.)
- 52.225-8 **Duty Free Entry.** (Rev. 2/2000.)
- 52.225-13 **Restrictions on Certain Foreign Purchases.*** (Rev. 6/2008.)
- 52.227-1 **Authorization and Consent.** (Rev. 12/2007.)
- 52.227-2 **Notice and Assistance Regarding Patent and Copyright Infringement.**** (Rev. 12/2007.)

(Applicable if the Order is expected to exceed the simplified acquisition threshold at FAR 2.101.)
- 52.227-3 **Patent Indemnity.**** (Rev. 4/1984.)

- 52.227-9 **Refund of Royalties.** (Rev. 4/1984.) (Applicable if the amount of royalties reported during negotiation of the subcontract exceeds \$250).
- 52.227-10 **Filing of Patent Applications--Classified Subject Matter.** (Rev. 12/2007.)
- 52.227-11 **Patent Rights--Retention by the Contractor (Short Form).** (Rev. 12/2007.)
- 52.227-12 **Patent Rights -- Retention by the Contractor (Long Form)*** (Rev. 1/1997.) (Applicable if the Subcontractor is a Large Business).
- 52.227-13 **Patent Rights--Ownership by the Government.** (Rev. 12/2007.)
- 52.227-14 **Rights in Data - General.** (Rev. 12/2007.)
- 52.228-3 **Workers' Compensation Insurance** (Defense Base Act). (Rev. 4/1984.)
- 52.228-4 **Workers' Compensation and War-Hazard Insurance Overseas.** (Rev. 4/1984.)
- 52.228-5 **Insurance — Work on a Government Installation.** (Rev. 1/1997.) (Applicable if this Order requires work on a Government installation).
- 52.229-3 **Federal, State, and Local Taxes.** (Rev. 4/2003.)
- 52.229-4 **Federal, State, and Local Taxes (State and Local Adjustments).** (Rev. 4/2003.)
- 52.229-6 **Taxes -- Foreign Fixed-Price Contracts.** (Rev. 6/2003.)
- 52.232-17 **Interest.** (Rev. 10/2008.)
- 52.233-3 **Protest After Award.** (Rev. 8/1996.)
- Under Paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation or miscertification of the Seller which results in a bid protest being sustained.
- 52.234-1 **Industrial Resources Developed Under Defense Production Act Title III.** (Rev. 12/1994.)
- 52.236-7 **Permits and Responsibilities.** (Rev. 11/1991.)
- 52.242-1 **Notice of Intent to Disallow Costs.** (Rev. 4/1984.)
- 52.242-15 **Stop-Work Order.** (Rev. 8/1989.)
- The words "ninety (90) days" are changed to "one hundred (100) days" and the words "thirty (30) days" are changed to "twenty (20) days" wherever they appear.
- 52.244-2 **Subcontracts.** (Rev. 6/2007.)
- 52.244-5 **Competition in Subcontracting.** (Rev. 12/1996.)
- 52.244-6 **Subcontracts for Commercial Items.** (Rev.4/2010.)
- 52.245-2 **Government Property Installation Operation Services.** (Rev. 6/2007.)
- "Government" means "Government" and/or "Buyer." The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor the Buyer shall be liable...."
- 52.245-17 **Special Tooling.** (Rev. 5/2004.)
- 52.245-18 **Special Test Equipment.** (Rev. 2/1993.)
- 52.245-19 **Government Property Furnished "As Is."** (Rev. 4/1984.)

52.246-2 Inspection of Supplies – Fixed Price. (Rev. 8/1996.)
52.247-63 Preference for U.S.-Flag Air Carriers. (Rev. 6/2003.)

52.248-1 & Alt. I, II, & III Value Engineering. (Rev. 2/2000.) (Applicable if this Order exceeds \$100,000.)

52.249-2 Termination for Convenience of the Government — Fixed-Price. (Rev. 5/2004.)

Paragraph (c): Change “120 days” to “60 days”.

Paragraph (d): Plant clearance procedure is omitted.

Paragraph (e): The time for submission of the final termination settlement proposal is changed from “1 year” to “6 months” from the effective date of termination.

Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from “90 days” to “45 days” from the effective date of termination.

II. DFARS CLAUSES

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. (Rev. 12/2008.)

Applicable to first tier subcontractors only if this Order exceeds the simplified acquisition threshold in FAR Part 2 and the Prime Contract is not for commercial items. “Government” is not changed in this clause.

252.204-7000 Disclosure of Information. (Rev. 12/1991.)

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material. (Rev. 12/1991.)

252.211-7003 Item Identification and Valuation. (Rev. 8/2008.)

252.215-7000 Pricing Adjustments. (Rev. 12/1991.)

252.219-7003 Small Business Subcontracting Plan. (Rev. 4/2007.) (Applicable to Orders over \$550,000).

252.223-7001 Hazard Warning Labels. (Rev. 12/1991.)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials. (Rev. 4/1993.)

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (Rev. 9/1999.)

252.225-7000 Buy American Act — Balance of Payments Program Certificate. (Rev. 12/2009.)

252.225-7001 Buy American Act and the Balance of Payments Program. (Rev. 1/2009.)

252.225-7002 Qualifying Country Sources as Subcontractors. (Rev. 4/2003.)

252.225-7003 Report of Intended Performance Outside the United States and Canada -- Submission with Offer. (Rev. 12/2006.)

252.225-7004 Report of Intended Performance Outside the United States and Canada — Submission after Award. (Rev. 5/2007.)

Applicable to first tier subcontracts over \$550,000. Paragraphs (c)(4) and (c)(5) are omitted. Seller shall provide reports to the Buyer in substantially the form prescribed in the DFARS.

- 252.225-7006 **Quarterly Reporting of Actual Contract Performance Outside the United States.** (Rev. 5/2007.)
(Applicable to first tier subcontractors over \$550,000.)
- 252.225-7008 **Restriction on Acquisition of Specialty Metals.** (Rev. 7/2009.)
- 252.225-7009 **Restriction on Acquisition of Certain Articles Containing Specialty Metals.** (Rev. 7/2009.)
- 252.225-7010 **Commercial Derivative Military Article – Specialty Metals Compliance Certificate.** (Rev. 7/2009.)
- 252.225-7012 **Preference for Certain Domestic Commodities.** (Rev. 6/2010.)
- 252.225-7013 **Duty-Free Entry.** (Rev. 12/2009.)
- Paragraph (e) is modified to read “The Buyer will obtain from the Government duty-free entry certificates and afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause.” No change to “Contracting Officer,” “Government,” “prime contractor,” or “prime contract” in paragraphs (c), (d), (i) or (k); except change “Contracting Officer administering the prime contract” and “contract administration office” in paragraph (i) to “Buyer’s Purchasing Representative” and “Contracting Officer” in paragraph (i)(10) to “Government.”
- 252.225-7015 **Restriction on Acquisition of Hand or Measuring Tools.** (Rev. 6/2005.)
- 252.225-7016 **Restriction on Acquisition of Ball and Roller Bearings.** (Rev. 3/2006.)
- 252.225-7025 **Restrictions on Acquisition of Forgings.** (Rev. 12/2009.)
- 252.225-7030 **Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.** (Rev. 12/2006.)
- 252.225-7033 **Waiver of United Kingdom Levies.** (Rev. 4/2003.)
- 252.226-7001 **Utilization of Indian Organizations, Indian-Owned Economic Enterprises And Native Hawaiian Small Business Concerns.** (Rev. 9/2004.) (Applicable if this Order exceeds \$500,000.)
- 252.227-7013 & Alt. I **Rights in Technical Data – Noncommercial Items.** (Rev. 11/1995.)
- “[T]o the Contractor” is deleted from (b)(1)(vi) and “contract or” and “thereunder” is deleted from (b)(1)(ix). “Buyer or” is added before “Government” in (c) and (i). The second and third occurrences of “Contracting Officer” are changed to “Government” in (e)(4) “And the Government” is added after “parties” in (h)(1). In (h)(2) “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.
- 252.227-7014 **Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.** (Rev. 6/1995.)
- “[T]o the Contractor” is deleted from (b)(1)(iii) and “contract or” and “thereunder” is deleted from (b)(1)(vi). “Buyer or” is added before “Government” in (i). The second and third occurrences of “Contracting Officer” have been changed to “Government” in (e)(4). “And the Government” is added after “parties” in (h)(1). In (h)(2) “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.
- 252.227-7015 **Technical Data -- Commercial Items.** (Rev. 11/1995.)
- 252.227-7016 **Rights in Bid or Proposal Information.** (Rev. 6/1995.)
- No substitutions for “Government” or “Contracting Officer” are made.
- 252.227-7019 **Validation of Asserted Restrictions — Computer Software.** (Rev. 6/1995.) “Buyer’s Purchasing Representative” is substituted for “Contracting Officer” in paragraph (b), otherwise no substitutions are made for “Contracting Officer” or “Government.” In paragraphs (f)(5) and (f)(6) “the prime contract” is substituted for “this contract.”

- 252.227-7025 **Limitation On The Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.** (Rev. 6/1995.)
- 252.227-7027 **Deferred Ordering of Technical Data or Computer Software.** (Rev. 4/1988.)
- 252.227-7030 **Technical Data — Withholding of Payment.** (Rev. 3/2000.)
"Buyer" is substituted for "Contracting Officer" in paragraph (a). In paragraph (b), "or Buyer" is added after "Government."
- 252.227-7037 **Validation of Restrictive Markings on Technical Data.** (Rev. 9/1999.)
In paragraph (b), "Contractor's" remains in the clause with a lower case "c." In paragraphs (c) and (d)(I), "hereunder" is inserted after "subcontract." In paragraphs (f) and (g)(2)(i), change "this contract" to "the prime contract," and in paragraph (i), change "a contract" to "the prime contract." No substitutions for "Government" or "Contracting Officer" are made.
- 252.231-7000 **Supplemental Cost Principles.** (Rev. 12/1991.)
- 252.235-7003 **Frequency Authorization.** (Rev. 12/1991.)
- 252.236-7000 **Modification Proposals — Price Breakdown.** (Rev. 12/1991)
- 252.243-7001 **Pricing of Contract Modifications.** (Rev. 12/1991.)
- 252.244-7000 **Subcontracts for Commercial Items and Components (DOD Contracts).** (Rev. 8/2009.)
- 252.246-7003 **Notification of Potential Safety Issues.** (Rev. 1/2007.)
- 252.247-7023 **Transportation of Supplies by Sea.** (Rev. 5/2002.)
- 252.247-7024 **Notification of Transportation of Supplies by Sea.** (Rev. 3/2000.)

III. ADDITIONAL FAR/DFARS CLAUSES

FAR

- 52.203-8 **Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.** (Rev. 1/1997.)
- 52.204-10 **Reporting Executive Compensation and First-Tier Subcontract Awards.** (Rev. 7/2010.)
- 52.215-21 **Requirements for Cost or Pricing Data or Information Other Than Costs or Pricing Data – Modifications.** (Rev. 10/1997.)
- 52.222-3 **Convict Labor.** (Rev. 6/2003.)
- 52.222-19 **Child Labor – Cooperation with Authorities and Remedies.** (Rev. 7/2010.)
- 52.223-6 **Drug-Free Workplace.** (Rev. 5/2001.)
- 52.223-14 **Toxic Chemical Release Reporting.** (Rev. 8/2003.)

DFARS

- 252.204-7008 **Export-Controlled Items.** (Rev. 4/2010.)
- 252.211.7007 **Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry.** (Rev. 11/2008.)
- 252.223-7002 **Safety Precautions for Ammunition and Explosives.** (Rev. 5/1994.)

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252.223-7003 **Change in Place of Performance--Ammunition and Explosives.** (Rev. 12/1991.)
252.223-7004 **Drug-Free Work Force.** (Rev. 9/1988.)

SPECIAL PROVISIONS

W52P1J-10-R-0060 – DEMIL CONVENTIONAL AMMO SOLICITATION

September 16, 2010

OTS-801/818	Decontamination
OTS-801/607	Security
OTS-801/819	Equipment
OTS-801/820	Transfer of Title/End-Use Certificates/Demilitarization Certificates
OTS-801/821	Government Furnished Property
OTS-801/822	Operations Security (OPSEC) Requirements
OTS-801/823	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
OTS-801/738	Government Property (DEVIATION) DARS TRACKING # 2007-00012

OTS-801/818 **Decontamination**
(09/16/10)

1. Non-DoD entities that possess, manage or process material potentially presenting an explosive hazard (MPPEH) (e.g., scrap metal, components, other material) generated from the demilitarization of military munitions will comply with the provisions of DODI 4140.62, Material Potentially Presenting an Explosive Hazard, DOD 6055.9-STD, DOD Ammunition and Explosives Safety Standards, as well as other applicable laws and regulations, when managing, processing and determining the explosives safety status of such material. Ammunition components that come into direct contact with the DU penetrator must be surveyed for possible contamination and shown to be radiologically clean before release. If radiological clean-up levels are not specifically identified in the contractor's license then the decontamination levels identified in DA Pam 385-24 shall be followed. The contractor will document random wipe tests on the inside surface of cartridge cases from each lot of ammunition. These wipe test results will be provided to the government within 30 days of completing disassembly of the lot of DU ammunition.
2. The contractor's military munitions demilitarization and disposal plan, paragraph 6 of this SOW, shall address procedures the contractor will use for managing and processing MPPEH, for eliminating any explosive hazard associated with material documented as an explosive hazard (MDEH), and for the release of material documented as safe (MDAS). At a minimum, this plan will address procedures for storing, segregating, securing, inspecting, treating, and disposing of MPPEH, MDEH AND MDAS.
 - 2.1 Only MDAS will be released to the general public.
 - 2.2 MDEH may only be released to a qualified receiver.

OTS-801/607 **Security**
(11/30/04)

1. Prior to the award of the contract, the contractor shall allow the Government access to the contractor's facilities, personnel, and security documentation for the purpose of performing a pre-award security site survey, pursuant to DoD 5100.76-M.
2. The contractor shall comply with the security requirements of DoD 5100.76-M for storage, safeguarding, handling and control of sensitive items. All items designated as sensitive and assigned a risk category IAW DoD 5100.76-M retain such status until such time as demilitarization has been accomplished. This also applies to recovered components, if they have an assigned risk category.

3. The contractor shall have only one security plan for the facility as required by DoD 5100.76-M. This plan shall address security of the entire facility. Security requirements for AA&E procedures, and processes shall be addressed in the facility security plan. In the event storage is at a facility separate from where demilitarization occurs, the contractor shall develop a facility security plan for the storage site as well the processing site. The contractor shall be responsible for communication between sites and keeping aware of security requirements. The contractor shall address transportation issues dealing with AA&E between sites in security site plan.

OTS-801/819 Equipment
(09/16/10)

The contractor shall maintain a calibration system IAW ANSI/NSCL Z540-1, or ISO 10012-1, or equivalent, and make the system information available to the Government for inspection.

OTS-801/820 Transfer of Title/End-Use Certificates/Demilitarization Certificates
(09/16/10)

1. Any and all components and material recovered for resale shall not be identified as meeting any Government standards except as required for decontamination.
2. All metallic components (excluding mutilated/inert scrap), explosives and propellant offered for resale shall be to licensed/permitted buyers, as applicable, and shall require End Use Certification as a condition of the sale.
3. End Use Certification shall consist of a signed statement from the purchaser as follows: "It is hereby certified that _____ will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws. "This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, of the United States Code, Crimes and Criminal Procedures."
4. The contractor shall generate Material Safety Data Sheets (MSDS), as applicable, in accordance with 29 CFR 1910.1200 for the hazardous/energetic material that will be sold to qualified buyers.
5. The contractor shall obtain Final Hazard Classification from the Department of Transportation, in accordance with 49 Code of Federal Regulations, for all explosive material/sub-components derived from demil operations. Additionally, this requirement flows down to any subcontractors requiring Final Hazard Classifications.
6. All metallic scrap and packaging/packing material generated by the demilitarization process(es), and offered for resale, will require two 100% independent inspections for inertness in accordance with DODI 4140.62 and inert certification as a condition of sale. And radiologically clean with respect to components of DU ammunition.
7. The contractor shall provide a certification statement signed by two technically trained and qualified individuals (the second must be a U.S. citizen) as part of the sales documentation as follows: "WE CERTIFY AND VERIFY THAT THE PROPERTY LISTED HAS BEEN 100 PERCENT PROPERLY INSPECTED BY THE CERTIFIER, 100% INDEPENDENTLY REINSPECTED BY THE VERIFIER, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, ARE INERT AND/OR FREE OF EXPLOSIVES OR OTHER DANGEROUS MATERIALS."

8. See paragraph 17.0 Metal Pallet Return for special pallet handling and return.

OTS-801/821 Government Furnished Property (OCT 1994)
(52.245-4506) (LOCAL)
(09/16/10)

Schedule of Government Furnished Property

- (a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number Attachment 0002 of this document for use in the performance of this contract.
- (b) The property shall be delivered in accordance with the schedule set forth in attachment number Attachment 0002 of this document.
- (c) If the property is not received in accordance with the schedule set forth in attachment number Attachment 0002 of this document, the Contractor shall immediately notify the Contracting Officer in writing.
- (d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon ward of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

OTS-801/822 Operations Security (OPSEC) Requirements (MAR 2010)
(52.203-4501)(RICC)
(09/16/10)

- 1. As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity, family member, DA civilian or DoD contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical.
- 2. The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract.
- 3. The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements and threat information pertinent to contract location as soon as possible after contract award. Critical Information and threat information shall be used by the Contractors appointed OPSEC Manager to prepare an OPSEC Plan.
- 4. The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the

contract. The Contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval IAW DD 1423 /DI-MGMT-80934A within 30 calendar days after receipt of the CI/threat information addressed in Paragraph 3 above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 10 days of receipt.

5. The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter.
6. The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.
7. These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

OTS-801/823 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
(252.223-7007) (DFARS) (SEP 1999)
 (09/16/10)

- (a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.
- (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
See Attachment 0002	Various	U

- (c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.
- (d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.
- (e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
- (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier?
 - (1) For the development, production, manufacture, or purchase of AA&E; or
 - (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

OTS-801/738
(01/18/08)
FAR 52.245-1

Government Property (DEVIATION) DARS TRACKING # 2007-O0012
(JUN 2007)

(a) Definitions. As used in this clause

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract. Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation. Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing personal property.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an as-is condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as Government property), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as Government property), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
 - (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
 - (3) Quantity.
 - (4) Unique Item Identifier (if available).
 - (5) Accountable Contract number.
 - (6) A statement indicating current or future need.
 - (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
 - (8) All known interests in commingled property of which the Government property is a part.
 - (9) Cause and corrective action taken or to be taken to prevent recurrence.
 - (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
 - (11) Copies of all supporting documentation.
 - (12) Last known location.
 - (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is
- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
 - (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
 - (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property.
- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
 - (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that

the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Mononuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

GENERAL DYNAMICS
Ordnance and Tactical Systems

Memorandum

To: Conventional Ammunition Demilitarization Subcontractors
From: A. Gimblet
Date: 25 May 2011
Re: ADDENDUM – UPDATED CIP - DEMIL AWARD (CONTRACT NUMBER: W52P1J-11-C-0027) (FORMER SOLICITATION NUMBER: W52P1J-10-R-0060)

Please note below the revisions applicable to the above-referenced contract award.

1. Addendum to Special Provisions – W52P1J-10-R-0060 – Demil Conventional Ammo Solicitation dated September 16, 2010

Please incorporate the following in place of the above-identified Special Provisions document same titled paragraph provided below:

OTS-801/864 Operations Security (OPSEC) Requirements

(52.203-4501)(RICC)

(JAN 2011)

(05/19/11)

1. As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity, family member, DA civilian or DoD contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical.
2. The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract.

PO #20384-0000

"Attachment C"

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GENERAL DYNAMICS
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3. The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements and threat information pertinent to contract location as soon as possible after contract award. Critical Information and threat information shall be used by the Contractors appointed OPSEC Manager to prepare an OPSEC Plan.
4. The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The Contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval IAW DD 1423 /DI-MGMT-80934A within 30 calendar days after receipt of the CI/threat information addressed in Paragraph 3 above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 10 days of receipt.
5. The Contractor shall conduct annual self-assessments of their OPSEC program and submit annual written assessments to the Contracting Officer in the anniversary month of contract award. OPSEC Assessment checklists and sample assessment responses will be provided in advance by the Government as tools to aid the Contractor in assessing their OPSEC program.
6. The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter.
7. The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.
8. These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

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Ordnance and Tactical Systems

II. Addendum to Section III – Additional FAR/DFARS Clauses:

- FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Rev. 1/2011) is hereby incorporated into the contract.
- FAR 52.215-19, Notification of Ownership Changes (Rev. 10/1997) is hereby incorporated into the contract.
- FAR 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Rev. 9/ 2010) is hereby incorporated into the contract.
- DFARS 252.203-7003, Agency Office of the Inspector General (Rev. 9/2010) is hereby incorporated into the contract.
- FAR 52.203-7, Anti-Kickback Procedures (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.203-7, Anti-Kickback Procedures (Rev. 7/1995)
- FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Rev. 9/2007)
- FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Rev. 12/2010) is hereby incorporated into the contract and replaces:
FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Rev. 9/2006)
- FAR 52.215-10, Price Reduction for Defective Certified Cost or Pricing Data (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.215-10, Price Reduction for Defective Certified Cost or Pricing Data (Rev. 10/1997)
- FAR 52.215-12, Subcontractor Certified Cost or Pricing Data (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.215-12, Subcontractor Cost or Pricing Data (Rev. 10/1997)
- FAR 52.215-14, Integrity of Unit Prices (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.215-14, Integrity of Unit Prices (Rev. 10/1997)
- FAR 52.215-15, Pension Adjustments and Asset Reversions (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.215-15, Pension Adjustments and Asset Reversions (Rev. 10/2004)
- FAR 52.215-21, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.215-21, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Rev. 10/1997)
- FAR 52.219-9, Small Business Subcontracting Plan (Rev. 1/2011) is hereby incorporated into the contract and replaces:
FAR 52.219-9, Small Business Subcontracting Plan (Rev. 4/2008)
- FAR 52.222-20, Walsh-Healey Public Contracts Act (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.222-20, Walsh-Healey Public Contracts Act (Rev. 12/1996)
- FAR 52.222-35, Equal Opportunity for Veterans (Rev. 9/2010) is hereby incorporated into the contract and replaces:

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- FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Rev. 9/2006)
- FAR 52.222-36, Affirmative Action for Workers with Disabilities (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.222-36, Affirmative Action for Workers with Disabilities (Rev. 6/1998)
- FAR 52.222-37, Employment Reports on Veterans (Rev. 9/2010) is hereby incorporated into the contract and replaces:
FAR 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Rev. 9/2006)
- FAR 52.232-17, Interest (Rev. 10/2010) is hereby incorporated into the contract and replaces:
FAR 52.232-17, Interest (Rev. 10/2008)
- DFARS 252.225-7006, Quarterly Reporting of Actual Contract Performance Outside the United States (Rev. 10/2010) is hereby incorporated into the contract and replaces:
DFARS 252.225-7006, Quarterly Reporting of Actual Contract Performance Outside the United States (Rev. 5/2007)
- DFARS 252.227-7013, Rights in Technical Data --- Noncommercial Items (Rev. 3/2011) is hereby incorporated into the contract and replaces:
DFARS 252.227-7013, Rights in Technical Data --- Noncommercial Items (Rev. 11/1995)
- DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Rev. 3/2011) is hereby incorporated into the contract and replaces:
DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Rev. 6/1995)
- DFARS 252.227-7015, Technical Data – Commercial Items (Rev. 3/2011) is hereby incorporated into the contract and replaces:
DFARS 252.227-7015, Technical Data – Commercial Items (Rev. 11/1995)
- DFARS 252.227-7016, Rights in Bid or Proposal Information (Rev. 1/2011) is hereby incorporated into the contract and replaces:
DFARS 252.227-7016, Rights in Bid or Proposal Information (Rev. 6/1995)
- DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Rev. 3/2011) is hereby incorporated into the contract and replaces:
DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Rev. 6/1995)

These clauses should be flowed down to your subcontractors/suppliers as appropriate.

Please feel free to contact me if there are any questions or concerns regarding this matter.

Amy Gimblet
Procurement
GENERAL DYNAMICS - Ordnance and Tactical Systems

PO #20384-0000

“Attachment C”

GD-OTS-EPA579

STATEMENT OF WORK
FOR
DEMILITARIZATION OF
M30 AND M43 PROPELLANT

DATED 23-Feb-12
SOW-ENGR-0035
REV -

APPROVED BY: *Russell Patterson*
QUALITY ASSURANCE

DATE: 3/16/12

APPROVED BY: *Jim L...*
PROGRAM MANAGER

DATE: 3/16/2012

Jim Adams
3/16/12

the M30 propellant will continue to be by far the greater quantity, up to 100% over the four option years. The maximum amount of M43 propellant total over the base and four option years would be 250,000 pounds if all the M900 cartridges assigned to be demilitarized are selected. Since the demilitarization line at GD-OTS Marion is a new facility and is starting up well into the period of performance, it is anticipated that the 500,000 pound per base and option year award will be processed over approximately eight months (rather than a year) in each case.

- 5.5. The Subcontractor will provide a per unit (pound) price to recycle up to 500,000 pounds of propellant as described above per year.
- 5.6. The Subcontractor will separately provide the price to provide the required POP tested fiber drums and pallets necessary to ship the propellant to be recycled from the GD-OTS Marion, IL. facility to the Subcontractors location for propellant recycling. The fiber drums are to be a standard 21.5 gallon capacity or smaller and meet all requirements for storage and transport of M30 and M43 propellant. The quantity of fiber drums and pallets required will be based on shipping full truck-loads of propellant and having at least four weeks supply of empty fiber drums at GD-OTS Marion as safety stock, as well as resident storage at the recycle location before processing. Provide all assumptions.
- 5.7. The Subcontractor will separately provide a price for shipping required for moving the propellant from GD-OTS Marion to the recycle location and for shipment/return shipment of fiber drums and pallets.
- 5.8. The Subcontractor may separately provide pricing incorporating Items 5.5, 5.6, and 5.7 into a single per pound price for recycling the propellant.
- 5.9. The Subcontractor shall provide a Certificate of Receipt in agreed upon format for all propellant shipments received. Ownership of the propellant transfers upon receipt of the propellant by the Subcontractor.

6. Schedule:

The schedule for shipping propellant to the Subcontractor shall be agreed upon between GD-OTS and the Subcontractor. It is anticipated that full truck loads (example 36,000 pounds net propellant weight) will trigger shipments. Schedule shall be provided under separate cover.

7. Points of Contact:

Contractual: Amy Gimblet - 727/578-8283 (email: amy.gimblet@gd-ots.com)
Program: Tamara Johnson - 727/578-8208 (email: tamara.johnson@gd-ots.com)
Technical: John Adams - 727/578-8106 (email: john.adams@gd-ots.com)

† GENERAL DYNAMICS STRAIGHT BILL OF LADING - SHORT FORM

Ordnance and Tactical Systems
Marion, IL

Date Shippers Bill of Lading No.

Carrier Consignee Reference

Seals (SCAC)

Property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination. If on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any said property over all of any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all terms and conditions to the said bill of lading, including those on the back hereof, set forth in the classifications or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for themselves and their assigns.

SHIP TO: Name and Street Address Attention:

State & Zip Code Phone Number:

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and the shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

Handling Units No. & Type	Pkgs No. & Type	H M	Description of Articles, Special Marks and Exemptions (If hazardous materials: Proper shipping name, hazard class, I.D. number and packing group)	Weight (Subject to correction)	Opt
266- 1G FIBER DRUMS	EACH	X	UN0161, POWDER, SMOKELESS, I.JC. , EX-1987100652, PGII	GRS WGT 41,171 LB	N.E.W. 36,161 LBS
			ADMIN LOT# W53XMD0066500, LOT#MA-81C001-001 .10 DRUMS @ 1,333 LB. ADMIN LOT# W53XMD0067669, LOT#MA-83B002-001, 50 DRUMS @ 6,791 LB. ADMIN LOT# W53XMD0067670, LOT#MA-83B002-001, 51 DRUMS @ 6,941 LB. ADMIN LOT# W53XMD0067540, LOT#MA-83B002-001, 51 DRUMS @ 6,932 LB. ADMIN LOT# W53XMD0067539, LOT#MA-83B002-001, 53 DRUMS @ 7,220 LB. ADMIN LOT# W53XMD0067991, LOT# MA-84G013-005, MA-84C012-009A, MA-83H012-001.....51 DRUMS @ 6,944 LBS.		
			FREIGHT -PRE PAID		
			REASON FOR SHIPPING: RECYCLED, PER CONTRACT REQUIREMENTS	RTV	

24 HOUR EMERGENCY RESPONSE # 1-800-424-9300 COPY OF NAERG# ATTACHED

FREIGHT CHARGES PREPAID CHARGE NUMBER

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

PLACARDS REQUIRED EXPLOSIVE I.JC. DRIVER SIGNATURE PLACARDS SUPPLIED YES NO

Shipper Certification
This is to certify that the above named materials are properly classified, Packaged, marked and labeled and are in proper condition for transportation. According to the applicable regulations of the Department of Transportation.
Per Date

Carrier Certification
Carrier acknowledge receipt of packages and required placards. Carrier certifies Emergency response information was made available and/or carrier has the (has the Department of Transportation emergency response guidebook or Equivalent document in the vehicle).
Per

NOTES:

† GENERAL DYNAMICS
Ordnance and Tactical Systems
Marion, IL

STRAIGHT BILL OF LADING - SHORT FORM

Date: 7-19-12
 Shippers Bill of Lading No.: 12710
 Carrier: SLT TRANSP. TRUCK # 609 TRL# 70342
 Consignee Reference: FREIGHT - PRE PAID
 Seals (SCAC): SEAL# 5339163 & 5339164
 RSM12-065

Property described below, in apparent good order, except as noted contents and conditions of contents of packages unknown marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract). Agree to carry to its usual place of delivery at said destination. If on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any said property over all of any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all terms and conditions to the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for themselves and their assigns.

SHIP TO: Name and Street Address: EXPLO SYSTEM, INC. 1600 JAVA ROAD
 Attention: LIONEL KOONS
 State & Zip Code: MINDEN LOUISIANA, 71055
 Phone Number: 318-382-8700

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and the shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

Handling Units No. & Type	Pkgs No. & Type	H M	Description of Articles, Special Marks and Exemptions (If hazardous materials: Proper shipping name, hazard class, I.D. number and packing group)	Weight (Subject to correction)	Opt
272- 1G FIBER DRUMS	EACH	X	UN0161, POWDER, SMOKELESS, I.J.C. , EX-1987100652, PGII	GRS WGT 41,476 LB	N.E.W. 36,466 LBS
			ADMIN LOT# W53XMD0067456, LOT#MA-83B002-001 , 54 DRUMS @ 7,267 LB. ADMIN LOT# W53XMD0067455, LOT#MA-83B002-001, 54 DRUMS @ 7,250 LB. ADMIN LOT# W53XMD0067977 LOT#MA-84C012-009A, 51 DRUMS @ 6,941 LB. ADMIN LOT# W53XMD0067976, LOT#MA-84C012-009A, 53 DRUMS @ 6,994 LB. ADMIN LOT# W53XMD0067831, LOT#MA-84C012-009A, 54 DRUMS @ 7,322 LB. ADMIN LOT# W53XMD0067829, LOT# MA-84C012-009A, MA-83B002-001...6 DRUMS @ 804 LBS.		
			FREIGHT - PRE PAID		
			REASON FOR SHIPPING: RECYCLED , PER CONTRACT REQUIREMENTS	RTV	

24 HOUR EMERGENCY RESPONSE # 1-800-424-9300 COPY OF NAERG# 112 ATTACHED
 FREIGHT CHARGES PREPAID CHARGE NUMBER FREIGHT - PRE-PAID

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

PLACARDS REQUIRED: EXPLOSIVE 1.3C
 DRIVER SIGNATURE: [Signature]
 PLACARDS SUPPLIED: YES [] NO []

Shipper Certification
 This is to certify that the above named materials are properly classified, packaged, marked and labeled and are in proper condition for transportation. According to the applicable regulations of the Department of Transportation.
 Per: [Signature] Date: 7-19-12

Carrier Certification
 Carrier acknowledge receipt of packages and required placards. Carrier certifies Emergency response information was made available and or carrier has the Department of Transportation emergency response guidebook or Equivalent document in the vehicle.
 Per: []

NOTES:
 R. SMITH /ead
 GD-OTS-EPA583

+ GENERAL DYNAMICS
Ordnance and Tactical Systems
Marion, IL

STRAIGHT BILL OF LADING - SHORT FORM

shippers Bill of Lading No.

12770

Date

8-10 -12

Consignee Reference

FREIGHT - PRE PAID

Carrier

SLT TRANSP. TRUCK # 2020 TRL# 70105

Seals

SEAL# 5339290 & 5339291

RSM12-065

(SCAC)

Property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract). Agrees to carry to its usual place of delivery at said destination. If on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any said property over all of any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all terms and conditions to the said bill of lading, including those on the back thereof, set forth in the classifications or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for themselves and their assigns.

SHIP TO: Name and Street Address

EXPLO SYSTEM, INC. 1600 JAVA ROAD

Attention:

LIONEL KOONS

State & Zip Code

MINDEN LOUISIANA, 71055

Phone Number:

318-382-8700

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and the shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

Handling Units No. & Type	Pkgs No. & Type	H M	Description of Articles, Special Marks and Exemptions (If hazardous materials: Proper shipping name, hazard class, I.D. number and packing group)	Weight (Subject to correction)	Opt
269- 1G FIBER DRUMS	EACH	X	UN0161, POWDER, SMOKELESS, I.3C., EX-1987100652, PGII	GRS WGT 41,501 LB	N.E.W. 36,461 LBS
			ADMIN LOT# W53XMD0067829, LOT#MA-84C012-009A 46 DRUMS @ 6,231 LB. ADMIN LOT# W53XMD0067702, LOT#MA-83B002-001, 49 DRUMS @ 6,619 LB. ADMIN LOT# W53XMD0067700, LOT#MA-83B002-001, 51 DRUMS @ 6,877 LB. ADMIN LOT# W53XMD0068803, LOT#MA-83K002-008, 52 DRUMS @ 7,075 LB. ADMIN LOT# W53XMD0068764, LOT#MA-83K002-008, 53 DRUMS @ 7,226 LB. ADMIN LOT# W53XMD0068975, LOT# MA-83J012-003 18 DRUMS @ 2,433 LBS.		
			FREIGHT - PRE PAID		
			REASON FOR SHIPPING: RECYCLED, PER CONTRACT REQUIREMENTS	RTV	

24 HOUR EMERGENCY RESPONSE # 1-800-424-9300

COPY OF NAERG#

112

ATTACHED

FREIGHT CHARGES

PREPAID

CHARGE NUMBER

FREIGHT - PRE-PAID

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

PLACARDS REQUIRED

EXPLOSIVE I.3C

DRIVER SIGNATURE

PLACARDS SUPPLIED

YES NO

Darren V. [Signature]

Shipper Certification

This is to certify that the above named materials are properly classified, packaged, marked and labeled and are in proper condition for transportation. According to the applicable regulations of the Department of Transportation.

Per

[Signature]

Date

8-10-12

Carrier Certification

Carrier acknowledge receipt of packages and required placards. Carrier certifies Emergency response information was made available and/or carrier has the (has the Department of Transportation emergency response guidebook or Equivalent document in the vehicle.

Per

NOTES:

R. SMITH /sad

+ GENERAL DYNAMICS
Ordnance and Tactical Systems
Marion, IL

STRAIGHT BILL OF LADING - SHORT FORM

Shippers Bill of Lading No. **12852**

Date **9-18-12**

Consignee Reference **FREIGHT - PRE PAID**

Carrier **SLT TRANSP. TRUCK #523 TRL# 70450 70150 208**

Seals (SCAC) **SEAL# 5339238 & 5339239**

RSM12-111

Property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract). Agrees to carry to its usual place of delivery at said destination, if on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any said property over all of any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all terms and conditions to the said bill of lading, including those on the back thereof, set forth in the classifications or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed in by the shipper and accepted for themselves and their assigns.

SHIP TO: Name and Street Address

EXPLO SYSTEM, INC. 1600 JAVA ROAD

Attention:

LIONEL KOONS

State & Zip Code

MINDEN, LOUISIANA, 71055

Phone Number:

318-382-8700

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and the shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

Handling Units No. & Type	Pkgs No. & Type	H M	Description of Articles, Special Marks and Exemptions (If hazardous materials: Proper shipping name, hazard class, I.D. number and packing group)	Weight (Subject to correction)	Opt
265-1G FIBER DRUMS	EACH	X	UN0161, POWDER, SMOKELESS, I.J.C., EX-1987100652, PGII	GRS WGT 41,017 LB	N.E.W. 36,117 LBS
			ADMIN LOT# W53XMD0068975, LOT#MA-83J012-003 35 DRUMS @ 4,626 LB. ADMIN LOT# W53XMD0068974, LOT#MA-83J012-003, 52 DRUMS @ 7,119 LB. ADMIN LOT# W53XMD0068973, LOT#MA-83J012-003, 54 DRUMS @ 7,378 LB. ADMIN LOT# W53XMD0068972, LOT#MA-83J012-003, 53 DRUMS @ 7,264 LB. ADMIN LOT# W53XMD0068971, LOT#MA-83J012-003, 53 DRUMS @ 7,263 LB. ADMIN LOT# W53XMD0068804, LOT# MA-83K002-008 18 DRUMS@2,467LBS.		
			FREIGHT - PRE PAID		
			REASON FOR SHIPPING: RECYCLED, PER CONTRACT REQUIREMENTS	RTV	

24 HOUR EMERGENCY RESPONSE # 1-800-424-9300 COPY OF NAERG# 112 ATTACHED

FREIGHT CHARGES PREPAID CHARGE NUMBER FREIGHT - PRE-PAID

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

PLACARDS REQUIRED
EXPLOSIVE 1.3C

PLACARDS SUPPLIED YES NO
DRIVER SIGNATURE *[Signature]* **9/18/12**

Shipper Certification

This is to certify that the above named materials are properly classified, packaged, marked and labeled and are in proper condition for transportation. According to the applicable regulations of the Department of Transportation.

Per *[Signature]* Date **9-18-12**

Carrier Certification

Carrier acknowledge receipt of packages and required placards. Carrier certifies Emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or Equivalent document in the vehicle.

Per

NOTES:

R. SMITH /s/d

+ GENERAL DYNAMICS
 Ordnance and Tactical System
 Marion, IL

STRAIGHT BILL OF LADING - SHORT FORM

Explo EUC ES005
 BOL 12902

shippers Bill of Lading No.

12902

Date

10-05-12

Consignee Reference

FREIGHT-PREPAID

Carrier

SLT TRANSP. TRUCK # 2015 TRL# 70189

Seals

SEAL# 5339396 & 5339397

RSM12-121

(SCAC)

Property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract). Agrees to carry to its usual place of delivery at said destination. If on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any said property over all of any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all terms and conditions to the said bill of lading, including those on the back thereof, set forth in the classifications or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for themselves and their assigns.

SHIP TO: Name and Street Address

EXPLO SYSTEM, INC. 1600 JAVA ROAD

Attention:

LIONEL KOONS

State & Zip Code

MINDEN LOUISIANA, 71055

Phone Number:

318-382-8700

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and the shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

Handling Units No. & Type	Pkgs No. & Type	H M	Description of Articles, Special Marks and Exemptions (If hazardous materials: Proper shipping name, hazard class, I.D. number and packing group)	Weight (Subject to correction)	Opt
264- 1G FIBER DRUMS	EACH	X	UN0161, POWDER, SMOKELESS, 1.3C. , EX-1987100652, PGII	GRS WGT 41,111 LB	N.E.W. 36,224 LBS
			ADMIN LOT# W53XMD0068804, LOT#MA-83K002-008 & MA-83J012-003 33 DRUMS @ 4,523 LB. ADMIN LOT# W53XMD0068970, LOT#MA-83J012-003, 53 DRUMS @ 7,290 LB. ADMIN LOT# W53XMD0068128, LOT#MA-83F002-004, 54 DRUMS @ 7,401 LB. ADMIN LOT# W53XMD0068127, LOT#MA-83F002-004, 53 DRUMS @ 7,271 LB. ADMIN LOT# W53XMD0068125, LOT#MA-83F002-004, 53 DRUMS @ 7,270 LB. ADMIN LOT# W53XMD0068124, LOT# MA-83F002-004 18 DRUMS@2,466 LBS.		
			FREIGHT-PRE PAID		
			REASON FOR SHIPPING: RECYCLED, PER CONTRACT REQUIREMENTS	RTV	

24 HOUR EMERGENCY RESPONSE # 1-800-424-9300

COPY OF NAERG#

112

ATTACHED

FREIGHT CHARGES

PREPAID

CHARGE NUMBER

FREIGHT-PREPAID

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

PLACARDS REQUIRED

EXPLOSIVE 1.3C

PLACARDS SUPPLIED

YES NO

DRIVER SIGNATURE

Shipper Certification

This is to certify that the above named materials are property classified. Packaged, marked and labeled and are in proper condition for transportation. According to the applicable regulations of the Department of Transportation.

Per

Date

10-05-12

Carrier Certification

Carrier acknowledge receipt of packages and required placards. Carrier certifies Emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or Equivalent document in the vehicle.

Per

NOTES:

R. SMITH /sad

GD-OTS-EPA886

001847

+ GENERAL DYNAMICS
 Ordnance and Tactical Systems
 Marion, IL

STRAIGHT BILL OF LADING - SHORT FORM Explo EUC ES006
 BOL 12963

Date

shippers Bill of Lading No.

Carrier

Consignee Reference

Seals (SCAC)

Property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract). Agrees to carry to its usual place of delivery at said destination. If on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any said property over all of any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all terms and conditions to the said bill of lading, including those on the back thereof, set forth in the classifications or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for themselves and their assigns.

SHIP TO: Name and Street Address

Attention:

State & Zip Code

Phone Number:

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and the shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

Handling Units No. & Type	Pkgs No. & Type	H M	Description of Articles, Special Marks and Exemptions (If hazardous materials: Proper shipping name, hazard class, I.D. number and packing group)	Weight (Subject to correction)	Opt
266- 1G FIBER DRUMS	EACH	X	UN0161, POWDER, SMOKELESS, 1.3C. , EX-1987100652, PGII	GRS WGT 41,504 LB	N.E.W. 36,544 LBS
			ADMIN LOT# W53XMD0068124, LOT#MA-83F002-004 35 DRUMS @ 4,792 LB. ADMIN LOT# W53XMD0068525, LOT#MA-82C001-011, LOT#MA-83L003-003 27 DRUMS @ 3,674 LB. ADMIN LOT# W53XMD0068524, LOT#MA-83L003-003, 54 DRUMS @ 7,398 LB. ADMIN LOT# W53XMD0068522, LOT#MA-83L003-003, 55 DRUMS @ 7,594 LB. ADMIN LOT# W53XMD0068521, LOT#MA-83L003-003 MA#-83F002-004, 53 DRUMS @ 7287 LB. ADMIN LOT# W53XMD0068520, LOT# MA-83L003-003 42 DRUMS@5,799 LBS.		
			FREIGHT-PRE PAID		
			REASON FOR SHIPPING: RECYCLED , PER CONTRACT REQUIREMENTS	RTV	

24 HOUR EMERGENCY RESPONSE # 1-800-424-9300 COPY OF NAERG# ATTACHED

FREIGHT CHARGES CHARGE NUMBER

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

PLACARDS REQUIRED DRIVER SIGNATURE

PLACARDS SUPPLIED YES NO

<p>Shipper Certification</p> <p>This is to certify that the above named materials are property classified. Packaged, marked and labeled and are in proper condition for transportation. According to the applicable regulations of the Department of Transportation.</p> <p>Per <input type="text"/> Date <input type="text" value="11-05-12"/></p>	<p>Carrier Certification</p> <p>Carrier acknowledge receipt of packages and required placards. Carrier certifies Emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or Equivalent document in the vehicle.</p> <p>Per <input type="text"/></p>
--	---

R. SMITH /sad

GD-OTS-EPA587

	Total	36161
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END-USE CERTIFICATE

(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)

Please complete and return form to Explo Systems, Inc within 30 days.

TYPE OR PRINT ALL INFORMATION

The following applies to all property subject to sale using this form: the use, export, or re-export of this property, is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U. S. Treasury Department, 31 CFR Chapter V.

EUC # ES001

Date: 9 JUL 12

To: General Dynamics Ordnance and Tactical Systems St Petersburg, FL

Regarding: Final disposition of 36,161# of Smokeless Powder (M 30 Propellant) received on BOL: 12674

Received:	Adm Lot:W53XMD0066500	Mfg Lot:MA-81C001-001	1,333 lbs
	Adm Lot:W53XMD0067669	Mfg Lot:MA-83B002-001	6,791 lbs
	Adm Lot:W53XMD0067670	Mfg Lot:MA-83B002-001	6,941 lbs
	Adm Lot:W53XMD0067540	Mfg Lot:MA-83B002-001	6,932 lbs
	Adm Lot:W53XMD0067539	Mfg Lot:MA-83B002-001	7,220 lbs
	Adm Lot:W53XMD0067991	Mfg Lot:MA-84G013-005	5,950 lbs
		Mfg Lot:MA-84C012-009A	331lbs
		Mfg Lot:MA-83H012-001	663lbs

SECTION I. GENERAL INFORMATION

BUSINESS/COPRORATION HEADQUARTERS:

NAME: Explo Systems, Inc

ADDRESS: 1600 Java Rd. Minden, LA. 71055

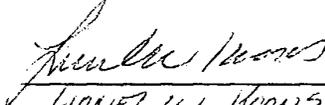
1. TYPE OF FIRM:
2. SOLE PROPERIETORSHIP PARTNERSHIP CORPORATION
3. NATURE OF END-USER'S BUSINESS: Demil and Manufacturing of Energetics
4. NATURE OF PRINCIPLES BUSINESS: Demil
5. FIRM'S ID/FEDERAL TAX NUMBER: 72-1510954

SECTION II. END USE/USER INFORMATION.

I. PURPOSE. THE PROPERTY REFERRED TO ABOVE TO IN ABOVE OFFER WILL BE UTILIZED FOR THE FOLLOWING. Enter an "X" in the appropriate item (s) box below. In case of resale, Item 1 D MUST be marked

- A. Retention for the following specific use: B. Resold in the form received C. The property will not be sold or disposed of outside the United States
- D. If sold, name, address, and telephone number of sub-purchaser

It is hereby certified that Explo Systems, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that we as a user of, or dealer in, said materials are capable of complying with all applicable federal, state, and local laws. "This certification is made in accordance with and subject to the penalties of Title 18, section 1001 of the United States Code, Crimes and Criminal Procedures."

Signature: 
Name: LIONEL W WOODS
Title: INVENTORY CONTROL

End User Certificate of Receipt



Demil DB ID: 20
 Prime Contract: W52P1J-11-C-0027/BASE
 Contract Number: Demil 2011 - 20384

EXPLO

Applicable Plans and Procedures: Explo policies and federal and local government regulations

It is hereby certified that Explo Technology, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws. This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, of the United States Code, Crimes and Criminal Procedures

Signature attached *RD*
~~Signature on File~~

Russell Patterson 8/23/12
~~Signature on File~~

Authorized Company Representative Date Concur GD-OTS Quality Representative Date

Period of Performance: 7/20/2012 Through: 7/20/2012

Material Receipt		
Administrative Lot # Manufacturing Lot #	SubItem	Quantity
W53XMD0067456 MA-83B002-001	M30	7267
W53XMD0067455 MA-83B002-001	M30	7250
W53XMD0067977 MA-84C012-009A	M30	6829
W53XMD0067976 MA-84C012-009A	M30	6994
W53XMD0067831 MA-84C012-009A	M30	7322
W53XMD0067829 MA-83B002-001	M30	804
	Total	36466

EUC #: 20

This EUC was generated by the GD-OTS Tracking System.

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Page 1 of 1

For Official Use Only

This is an Administrative EUCR produced by GD-OTS based on attached information provided by Explo Systems, Inc.

Russell Patterson 8/23/2012



END-USE CERTIFICATE

(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)

Please complete and return form to Explo Systems, Inc within 30 days.

TYPE OR PRINT ALL INFORMATION

The following applies to all property subject to sale using this form: the use, export, or re-export of this property; is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U. S. Treasury Department, 31 CFR Chapter V.

EUC # ES002

Date: 20 JUL 12

To: General Dynamics Ordnance and Tactical Systems St Petersburg, FL

Regarding: Final disposition of 36,466# of Smokeless Powder (M 30 Propellant) received on BOL: 12710

Received: Adm Lot:W53XMD0067456 Mfg Lot:MA-83B002-001 7,267 lbs
 Adm Lot:W53XMD0067455 Mfg Lot:MA-83B002-001 7,250 lbs
 Adm Lot:W53XMD0067977 Mfg Lot:MA-84C012-009A 6,829 lbs
 Adm Lot:W53XMD0067976 Mfg Lot:MA-84C012-009A 6,994 lbs
 Adm Lot:W53XMD0067831 Mfg Lot:MA-84C012-009A 7,322 lbs
 Adm Lot:W53XMD0067829 Mfg Lot:MA-83B002-001 804 lbs

SECTION I. GENERAL INFORMATION

BUSINESS/CORPORATION HEADQUARTERS:

NAME: Explo Systems, Inc

ADDRESS: 1600 Java Rd. Minden, LA. 71055

1. TYPE OF FIRM:
2. SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION
3. NATURE OF END-USER'S BUSINESS: Demil and Manufacturing of Energetics
4. NATURE OF PRINCIPLES BUSINESS: Demil
5. FIRM'S ID/FEDERAL TAX NUMBER: 72-1510954

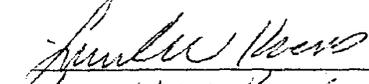
SECTION II. END USE/USER INFORMATION.

I. PURPOSE. THE PROPERTY REFERRED TO ABOVE TO IN ABOVE OFFER WILL BE UTILIZED FOR THE FOLLOWING. Enter an "X" in the appropriate item (s) box below. In case of resale, Item 1 D MUST be marked

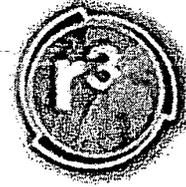
- A. Retention for the following specific use: B. Resold in the form received C. The property will not be sold or disposed of outside the United States

D. If sold, name, address, and telephone number of sub-purchaser

It is hereby certified that Explo Systems, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that we as a user of, or dealer in, said materials are capable of complying with all applicable federal, state, and local laws. "This certification is made in accordance with and subject to the penalties of Title 18, section 1001 of the United States Code, Crimes and Criminal Procedures."

Signature: 
 Name: LIONEL W ROOKS
 Title: INVENTORY CONTROL

End User Certificate of Receipt



Demil DB ID: 21
Prime Contract: W52P1J-11-C-0027/BASE
Contract Number: Demil 2011 - 20384

EXPLO

Applicable Plans and Procedures: Explo policies and federal and local government regulations

It is hereby certified that Explo Technology, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws. This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, of the United States Code, Crimes and Criminal Procedures

See attached sheet *RD*
Signature on File

Russell Patterson 8/23/12
~~Signature on File~~

Authorized Company Representative Date

Concur GD-OTS Quality Representative Date

Period of Performance: 8/13/2012 Through 8/13/2012

Material Receipt		
Administrative Lot # Manufacturing Lot #	SubItem	Quantity
W53XMD0067829 MA-84C012-009A	M30	6231
W53XMD0067702 MA-83B002-001	M30	6619
W53XMD0067700 MA-83C002-001	M30	6877
W53XMD0067803 MA-83K002-008	M30	7075
W53XMD0067764 MA-83K002-008	M30	7226
W53XMD0067975 MA-83J012-003	M30	2433
Total		36461

For Official Use Only

This is an Administrative EUCR produced by GD-OTS based on attached information provided by Explo Systems, Inc.

Russell Patterson 8/23/2012



END-USE CERTIFICATE

(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)

Please complete and return form to Explo Systems, Inc within 30 days.

TYPE OR PRINT ALL INFORMATION

The following applies to all property subject to sale using this form: the use, export, or re-export of this property, is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U. S. Treasury Department, 31 CFR Chapter V.

EUC # ES003

Date: 13 AUG 12

To: General Dynamics Ordnance and Tactical Systems St Petersburg, FL

Regarding: Final disposition of 36,461# of Smokeless Powder (M 30 Propellant) received on BOL: 12770

Received:	Adm Lot:W53XMD0067829	Mfg Lot:MA-84C012-009A	6,231 lbs
	Adm Lot:W53XMD0067702	Mfg Lot:MA-83B002-001	6,619 lbs
	Adm Lot:W53XMD0067700	Mfg Lot:MA-83C002-001	6,877 lbs
	Adm Lot:W53XMD0067803	Mfg Lot:MA-83K002-008	7,075 lbs
	Adm Lot:W53XMD0067764	Mfg Lot:MA-83K002-008	7,226 lbs
	Adm Lot:W53XMD0067975	Mfg Lot:MA-83J012-003	2,433 lbs

SECTION I. GENERAL INFORMATION

BUSINESS/CORPORATION HEADQUARTERS:

NAME: Explo Systems, Inc

ADDRESS: 1600 Java Rd. Minden, LA. 71055

1. TYPE OF FIRM:
2. SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION
3. NATURE OF END-USER'S BUSINESS: Demil and Manufacturing of Energetics
4. NATURE OF PRINCIPLES BUSINESS: Demil
5. FIRM'S ID/FEDERAL TAX NUMBER: 72-1510954

SECTION II. END USE/USER INFORMATION.

1. PURPOSE. THE PROPERTY REFERRED TO ABOVE TO IN ABOVE OFFER WILL BE UTILIZED FOR THE FOLLOWING. Enter an "X" in the appropriate item (s) box below. In case of resale, Item 1 D MUST be marked

- | | | |
|---|---|---|
| <input type="checkbox"/> A. Retention for the following specific use: | <input type="checkbox"/> B. Resold in the form received | <input checked="" type="checkbox"/> C. The property will not be sold or disposed of outside the United States |
| D. If sold, name, address, and telephone number of sub-purchaser | | |

It is hereby certified that Explo Systems, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that we as a user of, or dealer in, said materials are capable of complying with all applicable federal, state, and local laws. This certification is made in accordance with and subject to the penalties of Title 18, section 1001 of the United States Code, Crimes and Criminal Procedures."

Signature: *Amber Moore*
Name: Amber Moore
Title: Inventory Control

End User Certificate of Receipt



Demil DB ID: 39
 Prime Contract: W52P1J-11-C-0027/BASE
 Contract Number: Demil 2011 - 20384

EXPLO

Applicable Plans and Procedures: Explo policies and federal and local government regulations

It is hereby certified that Explo Technology, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws. This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, of the United States Code, Crimes and Criminal Procedures

C. J. Parise 9/28/12 *Russell Patterson* 9/28/12
 Authorized Company Representative Date Concur GD-OTS Quality Representative Date

Period of Performance: 9/19/2012 Through 9/19/2012

Material Receipt		
Administrative Lot # Manufacturing Lot #	SubItem	Quantity
W53XMD0068975 MA-83J012-003	M30	4626
W53XMD0068974 MA-83J012-003	M30	7119
W53XMD0068973 MA-83J012-003	M30	7378
W53XMD0068972 MA-83J012-003	M30	7264
W53XMD0068971 MA-83J012-003	M30	7263
W53XMD0068804 MA-83K002-008	M30	2467
	Total	36117

EUC #: 39

This EUC was generated by the GD-OTS Tracking System

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For Official Use Only

This is an Administrative EUCR produced by GD-OTS based on attached information provided by Explo Systems, Inc.

Russell Patterson 9/28/2012



END-USE CERTIFICATE

(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)

Please complete and return form to Explo Systems, Inc within 30 days.

TYPE OR PRINT ALL INFORMATION.

The following applies to all property subject to sale using this form: the use, export, or re-export of this property, is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U. S. Treasury Department, 31 CFR Chapter V.

EUC # ES004

Date: 19 SEP 12

To: General Dynamics Ordnance and Tactical Systems St Petersburg, FL

Regarding: Final disposition of 36,117# of Smokeless Powder (M 30 Propellant) received on BOL: 12852

Received:	Adm Lot:W53XMD0068975	Mfg Lot:MA-83J012-003	4,626 lbs ✓
	Adm Lot:W53XMD0068974	Mfg Lot:MA-83J012-003	7,119 lbs ✓
	Adm Lot:W53XMD0068973	Mfg Lot:MA-83J012-003	7,378 lbs ✓
	Adm Lot:W53XMD0068972	Mfg Lot:MA-83J012-003	7,264 lbs ✓
	Adm Lot:W53XMD0068971	Mfg Lot:MA-83J012-003	7,263 lbs ✓
	Adm Lot:W53XMD0068804	Mfg Lot:MA-83K002-008	2,467 lbs ✓

4732

SECTION I. GENERAL INFORMATION

BUSINESS/COPRORATION HEADQUARTERS:

NAME: Explo Systems, Inc

ADDRESS: 1600 Java Rd. Minden, LA. 71055

1. TYPE OF FIRM:
2. SOLE PROPERIETORSHIP PARTNERSHIP X CORPORATION
3. NATURE OF END-USER'S BUSINESS: Demil and Manufacturing of Energetics
4. NATURE OF PRINCIPLES BUSINESS: Demil
5. FIRM'S ID/FEDERAL TAX NUMBER: 72-1510954

SECTION II. END USE/USER INFORMATION.

1. PURPOSE. THE PROPERTY REFERRED TO ABOVE TO IN ABOVE OFFER WILL BE UTILIZED FOR THE FOLLOWING. Enter an "X" in the appropriate item (s) box below. In case of resale, Item 1 D MUST be marked

- A. Retention for the following specific use: B. Resold in the form received C. The property will not be sold or disposed of outside the United States
- D. If sold, name, address, and telephone number of sub-purchaser

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Signature: *Lionel W. Hooks*
Name: LIONEL W HOOKS
Title: IAU CONTRACT

End User Certificate of Receipt



Demil DB ID: 47
 Prime Contract: W52P1J-11-C-0027/BASE
 Contract Number: Demil 2011 - 20384

EXPLO

Applicable Plans and Procedures: Explo policies and federal and local government regulations

It is hereby certified that Explo Technology, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws. This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, of the United States Code; Crimes and Criminal Procedures

* *C. J. House* 10/15/12
 Authorized Company Representative Date

Russell Patterson 10/15/12
 Concur GD-OTS Quality Representative Date

Period of Performance: 10/10/2012 Through 10/10/2012

Material Receipt		
Administrative Lot # Manufacturing Lot #	SubItem	Quantity
W53XMD0068804 MA-83J012-003	M30	3290
W53XMD0068804 MA-83K002-008	M30	1233
W53XMD0068970 MA-83J012-003	M30	7290
W53XMD0068128 MA-83F002-004	M30	7401
W53XMD0068127 MA-83F002-004	M30	7271
W53XMD0068125 MA-83F002-004	M30	7270
W53XMD0068124 MA-83F002-004	M30	2469
Total		36224

EUC #: 47

This EUC was generated by the GD-OTS Tracking System

RPT159
Page 1 of 1

For Official Use Only

* See attached EUC
from Explo

This is an Administrative EUCR produced by GD-OTS based on attached information provided by Explo Systems, Inc.

Russell Patterson 10/15/2012

GD-OTS-EPA597



Explo EUC ES005
BOL 12902

END-USE CERTIFICATE

(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)

Please complete and return form to Explo Systems, Inc within 30 days.

TYPE OR PRINT ALL INFORMATION

The following applies to all property subject to sale using this form: the use, export, or re-export of this property, is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U. S. Treasury Department, 31 CFR Chapter V.

EUC # ES005

Date: 8 OCT12

To: General Dynamics Ordnance and Tactical Systems St Petersburg, FL

Regarding: Final disposition of 36,221# of Smokeless Powder (M 30 Propellant) received on BOL: 12902

Received:	Adm Lot: W53XMD0068804	Mfg Lot: MA-83K002-008	
		Lot: MA-83J012-003	4,523 lbs
	Adm Lot: W53XMD0068970	Mfg Lot: MA-83J012-003	7,290 lbs
	Adm Lot: W53XMD0068128	Mfg Lot: MA-83F002-004	7,401 lbs
	Adm Lot: W53XMD0068127	Mfg Lot: MA-83F002-004	7,271 lbs
	Adm Lot: W53XMD0068125	Mfg Lot: MA-83F002-004	7,270 lbs
	Adm Lot: W53XMD0068124	Mfg Lot: MA-83F002-004	2,466 lbs

Actual wt.
per E. Smith
2469 lbs

SECTION I. GENERAL INFORMATION

BUSINESS/CORPORATION HEADQUARTERS:

NAME: Explo Systems, Inc

ADDRESS: 1600 Java Rd. Minden, LA. 71055

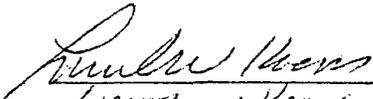
1. TYPE OF FIRM:
2. SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION
3. NATURE OF END-USER'S BUSINESS: Demil and Manufacturing of Energetics
4. NATURE OF PRINCIPLES BUSINESS: Demil
5. FIRM'S ID/FEDERAL TAX NUMBER: 72-1510954

SECTION II. END USE/USER INFORMATION.

1. PURPOSE. THE PROPERTY REFERRED TO ABOVE TO IN ABOVE OFFER WILL BE UTILIZED FOR THE FOLLOWING. Enter an "X" in the appropriate item (a) box below. In case of resale, Item 1 D MUST be marked

- A. Retention for the following specific use: B. Resold in the form received C. The property will not be sold or disposed of outside the United States
- D. If sold, name, address, and telephone number of sub-purchaser

It is hereby certified that Explo Systems, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that we as a user of, or dealer in, said materials are capable of complying with all applicable federal, state, and local laws. "This certification is made in accordance with and subject to the penalties of Title 18, section 1001 of the United States Code, Crimes and Criminal Procedures."

Signature: 
Name: LIONEL W KOORS
Title: FNU. CONTROL

Form #162

Original Print Date: 08/08/2012

Farese, Carmen (CTR-St. Pete)

From: Smith, Rodney (Marion)
Sent: Tuesday, October 09, 2012 1:05 PM
To: Farese, Carmen (CTR-St. Pete)
Cc: Kramer, Rick (St. Pete)
Subject: RE: Explo BOL 12902 Corrections.xlsx

Carmen-Per our discussion, I agree with these numbers, verifying that 2469 is the correct ship qty for the last lot listed.

Thanks,
Rodney

From: Farese, Carmen (CTR-St. Pete)
Sent: Tuesday, October 09, 2012 12:00 PM
To: Smith, Rodney (Marion)
Cc: Kramer, Rick (St. Pete)
Subject: Explo BOL 12902 Corrections.xlsx

Hi Rodney,

Please review the attached spreadsheet and let us know if you concur with the details as noted. We will then correct the information in the database to these findings.

Best Regards,

Carmen Farese

Program Planner
General Dynamics - Ordnance and Tactical Systems
11399 16th Ct North
Suite 200
St. Petersburg, FL 33716
Tel: (727) 578-8287
e-mail: ctr-Carmen.Farese@gd-ots.com

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is strictly prohibited. If you are not the intended recipient, please
contact sender by reply email and destroy all copies of this e-mail.

BOL	CDID	CDLineID	ContractNumber	DepotName	Team	SubItem	Quantity Contract	Quantity BOL	AdminText	MfgLotNumber
12902	297	907	W52P1J-11-C-0027/BASE	Marion	EXPLO	M30	3290	3290	W53XMD0068804	MA-83J012-003
12902	297	908	W52P1J-11-C-0027/BASE	Marion	EXPLO	M30	1233	1233	W53XMD0068804	MA-83K002-008
12902	299	915	W52P1J-11-C-0027/BASE	Marion	EXPLO	M30	7290	7290	W53XMD0068970	MA-83J012-003
12902	303	926	W52P1J-11-C-0027/BASE	Marion	EXPLO	M30	7401	7401	W53XMD0068128	MA-83F002-004
12902	304	927	W52P1J-11-C-0027/BASE	Marion	EXPLO	M30	7271	7271	W53XMD0068127	MA-83F002-004
12902	312	937	W52P1J-11-C-0027/BASE	Marion	EXPLO	M30	7270	7270	W53XMD0068125	MA-83F002-004
12902	315	946	W52P1J-11-C-0027/BASE	Marion	EXPLO	M30	2469	2469	W53XMD0068124	MA-83F002-004
							total wt:	36224		

End User Certificate of Receipt



Demil DB ID: 60
 Prime Contract: W52P1J-11-C-0027/BASE
 Contract Number: Demil 2011 - 20384

EXPLO

Applicable Plans and Procedures: Explo policies and federal and local government regulations

It is hereby certified that Explo Technology, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that he/she as a user of, or dealer in, said materials is capable of complying with all applicable federal, state, and local laws. This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, of the United States Code, Crimes and Criminal Procedures

J. R. James 11/6/12 *Russell Patterson* 11/9/12
 Authorized Company Representative Date Concur GD-OTS Quality Representative Date

Period of Performance: 11/5/2012 Through 11/5/2012

Material Receipt		
Administrative Lot # Manufacturing Lot #	SubItem	Quantity
W53XMD0068124 MA-83F002-004	M30	4792
W53XMD0068520 MA-83L003-003	M30	5799
W53XMD0068521 MA-83F002-004	M30	4389
W53XMD0068522 MA-83L003-003	M30	7594
W53XMD0068524 MA-83L003-003	M30	7398
W53XMD0068525 MA-82C001-011	M30	3485
W53XMD0068525 MA-83L003-003	M30	189
W53XMD0068521 MA-83L003-003	M30	2898

EUC #: 60

This EUC was generated by the GD-OTS Tracking System

RPT159
Page 1 of 2

For Official Use Only

Note: This 'truckload' of propellant was shipped in place with management concurrence. Propellant received at Explo - EUC attached.

Russell Patterson
GD-OTS-EPA001

	Total	36544
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END-USE CERTIFICATE

(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)

Please complete and return form to Explo Systems, Inc within 30 days.

TYPE OR PRINT ALL INFORMATION

The following applies to all property subject to sale using this form: the use, export, or re-export of this property, is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U. S. Treasury Department, 31 CFR Chapter V.

EUC # ES006

Date: 6 NOV 12

To: General Dynamics Ordnance and Tactical Systems St Petersburg, FL

Regarding: Final disposition of 36,544# of Smokeless Powder (M 30 Propellant) received on BOL: 12963

Received:	Adm Lot:W53XMD0068124	Mfg Lot:MA-83F002-004	4,792 lbs
	Adm Lot:W53XMD0068525	Mfg Lot:MA-82C001-011	3,674 lbs
		Mfg Lot:MA-83L003-003	
	Adm Lot:W53XMD0068524	Mfg Lot:MA-83L003-003	7,398 lbs
	Adm Lot:W53XMD0068522	Mfg Lot:MA-83L003-003	7,594 lbs
	Adm Lot:W53XMD0068521	Mfg Lot:MA-83L003-003	7,287 lbs
		Mfg Lot MA-83F002-004	
	Adm Lot:W53XMD0068520	Mfg Lot:MA-83L003-003	5,799 lbs

SECTION I. GENERAL INFORMATION

BUSINESS/COPRORATION HEADQUARTERS:

NAME: Explo Systems, Inc

ADDRESS: 1600 Java Rd. Minden, LA. 71055

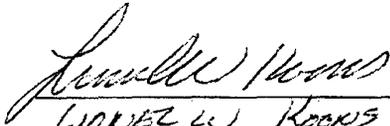
1. TYPE OF FIRM:
2. SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION
3. NATURE OF END-USER'S BUSINESS: Demil and Manufacturing of Energetics
4. NATURE OF PRINCIPLES BUSINESS: Demil
5. FIRM'S ID/FEDERAL TAX NUMBER: 72-1510954

SECTION II. END USE/USER INFORMATION.

1. PURPOSE. THE PROPERTY REFERRED TO ABOVE TO IN ABOVE OFFER WILL BE UTILIZED FOR THE FOLLOWING. Enter an "X" in the appropriate item (s) box below. In case of resale, Item 1 D MUST be marked

- A. Retention for the following specific use: B. Resold in the form received C. The property will not be sold or disposed of outside the United States
- D. If sold, name, address, and telephone number of sub-purchaser

It is hereby certified that Explo Systems, Inc. will comply with all applicable federal, state, and local ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the material, hereby purchased, and that we as a user of, or dealer in, said materials are capable of complying with all applicable federal, state, and local laws. "This certification is made in accordance with and subject to the penalties of Title 18, section 1001 of the United States Code, Crimes and Criminal Procedures."

Signature: 
Name: LIONEL W HOOKS
Title: INV. CONTROL

W52PLJ-05-C-0075					
GD-OTS PO to Explo	DODIC	Quantity on PO	GD-OTS/Explo CoD	DODIC	Quantity on CoD
11799 CLIN 001	F114	7235	1071	F114	4
11799 CLIN 002	F114	9580	1099	F114	466
11799 CLIN 003	F114	11981	1111	F114	124
11799 CLIN 004	F114	85	1135	F114	310
11799 CLIN 005	F114	2	1149	F114	486
11799 CLIN 007	F114	1260	1120	F114	148
	Total	30143	1172	F114	358
11799 CLIN 006	F127/F272	3028	1159	F114	330
			1189	F114	510
			1201	F114	366
			1213	F114	422
			1230	F114	362
			1245	F114	254
			1258	F114	336
			1270	F114	436
			1286	F114	280
			1305	F114	382
			1316	F114	308
			1366	F114	255
			1367	F114	210
			1381	F114	283
			1382	F114	210
			1388	F114	72
			1398	F114	324
			1399	F114	216
			1414	F114	436
			1430	F114	460
			1446	F114	446
			1489	F114	424
			1471	F114	434
			1502	F114	442
			1517	F114	428

W52P1J-05-C-0075					
GD-OTS PO to Explo	DODIC	Quantity on PO	GD-OTS/Explo, CoD	DODIC	Quantity on CoD
			1537	F114	400
			1554	F114	400
			1575	F114	388
			1592	F114	400
			1602	F114	240
			1625	F114	516
			1648	F114	440
			1668	F114	426
			1689	F114	398
			1714	F114	396
			1736	F114	404
			1752	F114	400
			1769	F114	306
			1782	F114	414
			1798	F114	400
			1816	F114	366
			1817	F114	40
			1833	F114	394
			1848	F114	424
			1862	F114	99
			1876	F114	511
			1903	F114	320
			1890	F114	572
			1918	F114	400
			1937	F114	396
			1963	F114	328
			1950	F114	386
			1975	F114	504
			1993	F114	420
			2004	F114	418
			2019	F114	404
			2032	F114	400

GD-OTS Proprietary

W52P1J-05-C-0075					
GD-OTS PO to Explo	DODIC	Quantity on PO	GD-OTS/Explo CoD	DODIC	Quantity on CoD
			2045	F114	398
			2057	F114	362
			2076	F114	280
			2098	F114	392
			2121	F114	400
			2138	F114	441
			2160	F114	200
			2173	F114	334
			2190	F114	480
			2215	F114	402
			2237	F114	400
			2256	F114	400
			2273	F114	391
			2285	F114	318
			2296	F114	272
			2305	F114	172
			2315	F114	200
			2325	F114	210
			2672	F114	133
			2673	F114	101
			2674	F114	113
			2681	F114	100
			2676	F114	123
			2682	F114	148
			2683	F114	106
			2687	F114	124
			2688	F114	20
			2684	F114	92
			2685	F114	100
			2686	F114	100
				Total	30144
			2594	F127	23

GD-OTS Proprietary

W52P1J-05-C-0075					
GD-OTS PO to Explo	DODIC	Quantity on PO	GD-OTS/Explo CoD	DODIC	Quantity on CoD
			2590	F127	55
			2596	F127	53
			2598	F127	59
			2604	F127	67
			2606	F127	39
			2607	F127	29
			2610	F127	46
			2613	F127	67
			2616	F127	128
			2619	F127	154
			2622	F127	109
			2625	F127	74
			2628	F127	170
			2631	F127	92
			2634	F127	139
			2637	F127	182
			2640	F127	144
			2641	F127	161
			2646	F127	131
			2654	F127	165
			2649	F127	137
			2656	F127	145
			2658	F127	190
			2660	F127	104
			2662	F127/F272	172
			2664	F127/F272	193
				Total	3028

W52P1J-11-C-0027				
GD-OTS PO to Explo	Quantity on PO	GD-OTS EUCR	Explo EUC	Quantity on EUC
20384	217,973	EUCR10	36,161	36,161
		EUCR20	36,466	36,466
		EUCR21	36,461	36,461
		EUCR39	36,117	36,117
		EUCR47	36,224	36,224
		EUCR60	36,544	36,544
			217,973	217,973

GENERAL DYNAMICS
Ordnance and Tactical Systems

DEMIL CLOSE OUT CHECKLIST

Prime Contract Number : <u>W52FJT05C0075</u>					
Purchase Order Number : <u>11799</u>					
Description : <u>EXPLO CLOSEOUT 750/2000 lb Bomb</u>					
Close out date : <u>1/5/2012</u>					
Subcontractor name : <u>EXPLO SYSTEMS INC</u>					
Item #	Description	Check (✓) upon completion			
1	Walk through processing lines to assure equipment and facility has been properly cleaned and no assets remain.	✓			
2	Walk through magazines to assure that no assets are still in inventory.	✓			
3	Reconcile the inventory control system for correct inventory on hand balances and agrees with Demil Database.	✓			
4	Check that all COD's were prepared and have the DCMA signature and eagle stamp (Optional).	✓			
5	Check that all invoices have been submitted to GD-OTS accounts payable.	✓			
6	Require supplier statement that: <ul style="list-style-type: none"> ○ All assets have been processed ○ All asset components have a proper disposition and ○ All asset components are disposed of per the demil plan 	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">✓</td></tr> <tr><td style="text-align: center;">✓</td></tr> <tr><td style="text-align: center;">✓</td></tr> </table>	✓	✓	✓
✓					
✓					
✓					





1600 Jav Rd.
Minden, LA. 71055

Date: 5 January 2012

General Dynamics OTS
11399 16th Court N. suite 200
St. Petersburg, Florida 33176

To: Amy Gimblet
Subject: W52P1J05C0075 - 750 lb Bomb Close Out

Ms Gimblet,

Explo Systems, Inc. is please to inform General Dynamics that we have successfully completed your PO#: 11799 for the demilitarization of a quantity of 1260, M117 750# Bombs as of December 9, 2011. As required by contract, we have submitted all of the requested and required SDRL's and submitted them into your database.

All assets have been safely and successfully processed according to Explo's ADDP and GD's SOW. As of 31 December 2011, all energetic and components for this contract have been disposed of and shipped off site according to PO# 11799. We appreciate your business and look forward to working together with GD on other future projects.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kenneth Lampkin", with a long horizontal flourish extending to the right.

Kenneth Lampkin
Program Manager
Explo Systems, Inc.