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|--|--|--|--|---|---|
| AWARD/CONTRACT | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DXA4 | Page 1 Of 35 Pages |
| 2. Contract (Proc. Inst. Ident.) No. SPRDL1-13-C-0065 | | 3. Effective Date 2013FEB11 | | 4. Requisition/Purchase Request/Project No. SEE SCHEDULE | |
| 5. Issued By DLA LAND WARREN LEAH BOURDEAU WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL | | Code SPRDL1 | 6. Administered By (If Other Than Item 5) DCMA DALLAS 600 N PEARL STREET SUITE 1630 DALLAS TX 75201-2843 | | Code S4402A |
| e-mail address: LEAH.BOURDEAU@US.ARMY.MIL | | | | | |
| 7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT 6500 TRACOR LANE AUSTIN, TX 78725-2151 | | | | 8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below) | |
| | | | | 9. Discount For Prompt Payment | |
| | | | | 10. Submit Invoices (4 Copies Unless Otherwise Specified) | |
| Code 19397 Facility Code | | | | Item 12 | |
| 11. Ship To/Mark For SEE SCHEDULE | | | | 12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381 | |
| 13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c) | | | | 14. Accounting And Appropriation Data SEE SECTION G | |
| 15A. Item No. | | 15B. Supplies/Services | | 15C. Quantity | 15D. Unit |
| SEE SCHEDULE | | | | | |
| | | | | 15E. Unit Price | |
| | | | | 15F. Amount | |
| | | | | 15G. Total Amount Of Contract → \$3,142,782.92 | |

| (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 | 25 |
| X | B | Supplies or Services and Prices/Costs | 4 | Part III - List Of Documents, Exhibits, And Other Attachments | | | |
| X | C | Description/Specs./Work Statement | 7 | X | J | List of Attachments | 35 |
| X | D | Packaging and Marking | 9 | Part IV - Representations And Instructions | | | |
| X | E | Inspection and Acceptance | 11 | | K | Representations, Certifications, and Other Statements of Offerors | |
| X | F | Deliveries or Performance | 12 | | L | Instrs., Conds., and Notices to Offerors | |
| X | G | Contract Administration Data | 23 | | M | Evaluation Factors for Award | |
| X | H | Special Contract Requirements | 24 | | | | |

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

| | | | |
|---|--|---|--|
| 17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | 18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) | |
| 19A. Name And Title Of Signer (Type Or Print) | | 20A. Name Of Contracting Officer MICHAEL BISSIG MICHAEL.BISSIG@US.ARMY.MIL (586)282-3151 | |
| 19B. Name of Contractor | | 20B. United States Of America | |
| By _____ (Signature of person authorized to sign) | | By _____ /SIGNED/ (Signature of Contracting Officer) | |
| 19c. Date Signed | | 20C. Date Signed 2013FEB11 | |

| | | |
|---|--|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD | Page 2 of 35 |
| Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT | | |

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LEAH BOURDEAU
 Buyer Office Symbol/Telephone Number: ZGA/(586)282-3179
 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: A

*** End of Narrative A0000 ***

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------------------------------|---------------------|-------------|
| A-1 52.204-4850 (TACOM) | ACCEPTANCE APPENDIX | APR/2011 |

(a) Contract Number SPRDL1-13-C-0065 is awarded to BAE Systems Information and Electronic Systems Integration. Reference Block 17, SF 26, or Block 28, SF 1449, contractor X is is not required to sign the contract.

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

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

(d) The contractors comprehensive small business subcontracting plan dated September 26, 2012 is incorporated into the contract by reference. The contractor shall include the buyer and PCOs email address from the face page of this contract (and the ACOs email address if applicable) in the block for government emails in each of the reports submitted through the Electronic Subcontracting Reporting System (eSRS).

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

- 0001: Solicitation close date extension
- 0002: Amend packaging requirements; change NAICS
- 0003: Solicitation close date extension

[End of Clause]

1. The purpose of amendment 0001 to SPRDL1-12-R-0242 is to extend the closing date and time from September 28, 2012 at 1300 EST to November 08, 2012 at 1300 EST.
2. All other terms, conditions and specifications remain unchanged and in full force and effect.

*** END OF NARRATIVE A0001 ***

1. The purpose of amendment 0002 is to change the packaging requirements for CLINs 0001AA and 0002AA from Military A to Military B. This change is reflected in section B and section D, clause 52.211-4515. The Special Packaging Instruction AK15545366 remains in effect as a result of this change.
2. The NAICS code has also been changed from 336322 to 336320 to reflect the current 2012 NAICS code. This change applies to section D, clause 52.204-8.
3. All other terms, conditions and specifications remain unchanged.

*** END OF NARRATIVE A0002 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 35****PIIN/SIIN** SPRDL1-13-C-0065**MOD/AMD****Name of Offeror or Contractor:** BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

1. The purpose of amendment 0003 to SPRDL1-12-R-0242 is to extend the closing date and time from November 8, 2012 at 1300 EST to November 13, 2012 at 1000 EST.
2. All other terms, conditions and specifications remain unchanged and in full force and effect.

*** END OF NARRATIVE A0003 ***

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------|---|-------------|--------|----------------|--------|--|--------|----------|------|--------|----------------|-----|----------------|--------|---|---|------------|----------|----------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|----|----------------|-----------------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001 | TAILLIGHT ASSEMBLY, REARVIEW NSN: 6720-01-554-5366 FSCM: 19207 PART NR: 12513229 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <p><u>PRODUCTION QUANTITY</u></p> <p>GENERIC NAME DESCRIPTION: TAILLIGHT ASSEMBLY, REARVIEW PRON: EH37E684EH PRON AMD: 01 ACRN: AA PSC: 6720 CUSTOMER ORDER NO: M9545013MPZ8850</p> <p>***** Restricted to the following part number: BAE Systems Information and Electronic Systems Integration (CAGE 19397) 8417170-1 *****</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR TP CD</td> </tr> <tr> <td>001</td> <td>W56HZV3042W500</td> <td>W562RM</td> <td>J</td> <td>2</td> </tr> </table> <table border="0"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>100</td> <td>11-JUN-2013</td> </tr> <tr> <td>002</td> <td>100</td> <td>11-JUL-2013</td> </tr> <tr> <td>003</td> <td>200</td> <td>09-SEP-2013</td> </tr> <tr> <td>004</td> <td>226</td> <td>09-OCT-2013</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> | DOC | SUPPL | | | | REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR TP CD | 001 | W56HZV3042W500 | W562RM | J | 2 | DEL REL CD | QUANTITY | DEL DATE | 001 | 100 | 11-JUN-2013 | 002 | 100 | 11-JUL-2013 | 003 | 200 | 09-SEP-2013 | 004 | 226 | 09-OCT-2013 | 626 | EA | \$ 5,020.42000 | \$ 3,142,782.92 |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR TP CD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | W56HZV3042W500 | W562RM | J | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DEL REL CD | QUANTITY | DEL DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 100 | 11-JUN-2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 002 | 100 | 11-JUL-2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 003 | 200 | 09-SEP-2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 004 | 226 | 09-OCT-2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|-----------------|
| | SHIP TO: (W562RM) SU WOMC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER HIGHWAY 82 WEST RED RIVER ARMY DEPOT, TX, 75507-5000 | | | | |
| 0002 | TAILLIGHT CAMERA, REARVIEW NSN: 6720-01-554-5366 FSCM: 19207 PART NR: 12513229 | | | | |
| 0002AA | <p><u>UNEXERCISED OPTION QUANTITY</u></p> <p>GENERIC NAME DESCRIPTION: TAILLIGHT CAMERA, REARVIEW PSC: 6720</p> <p>***** Restricted to the following part number:</p> <p>BAE Systems Information and Electronic Systems Integration (CAGE 19397) 8417170-1 *****</p> <p>(End of narrative B001)</p> <p>OPTION QUANTITY: PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY----SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the Option CLIN DOES NOT Form a part of the basic contractual quantity. All of it may, however be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | 626 | EA | \$ 5,020.42000 | \$ 3,142,782.92 |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 626 240</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | | | | |

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

Page 7 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|------------------------------------|-------------|
| C-1 | 52.211-4072 (TACOM) | TECHNICAL DATA PACKAGE INFORMATION | JUN/2010 |

The following Xd item applies to this solicitation:

[X] 1. There is no Technical Data Package (TDP) included with this solicitation.

[] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINS Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: -1-

TDP Link (URL): -2-

[] 3. The TDP for this solicitation resides within FedBizOpps ([https://HYPERLINK \"http://www.fbo.gov\"www.fbo.gov](https://HYPERLINK \)), and is associated with this solicitation number and can be accessed via this URL:

-3-

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further disseminate must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to <http://www.dlis.dla.mil/jcp/> click on documents and follow instructions provided.\~ Processing time is estimated at three working days after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

- e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at TACOM Warren with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

A user guide for FBO can be found at [https://HYPERLINK \"http://www.fbo.gov\"www.fbo.gov](https://HYPERLINK \) - on the right is User Guides - click on Vendor.

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|---------------------------|--|---------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD | Page 8 of 35 |
|---------------------------|--|---------------------|

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

[] 4. The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

[] available at <http://contracting.tacom.army.mil/acqinfo/contractorforms.htm>
titled: -4-

[] available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at -5-, or fax -6-. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP contact the buyer.

[End of Clause]

C-2 52.211-4010 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER FEB/1998
(TACOM)

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

C-3 52.211-4018 ACQUISITION OF MANUFACTURER'S PART NUMBER MAY/1996
(TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

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

Page 9 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

SECTION D - PACKAGING AND MARKING

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

| | | | |
|-----|------------------------|---|----------|
| D-1 | 52.211-4515 (TACOM) | PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | DEC/2007 |
|-----|------------------------|---|----------|

@ (a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

(1) LEVEL OF PRESERVATION: Military

(2) LEVEL OF PACKING: B

(3) QUANTITY PER UNIT PACKAGE: 001

(4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK15545366

(a) REVISION

(b) DATE OF REVISION As listed on SPI

(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) IS AVAILABLE ON THE WEB AT THE FOLLOWING URL: N/A

(Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See the Army Contracting Command - Warren (DTA) web site ([://contracting.tacom.army.mil/faq.htm](http://contracting.tacom.army.mil/faq.htm)) for information on obtaining the latest version of the reader. If you're experiencing problems opening the Special Packaging Instructions in Adobe .PDF images using Internet Explorer, try the following: Go to "Tools," then "Internet Options." Click on the "Advanced" tab. Scroll down to the "Security" section. Uncheck "Do not save encrypted pages to disk." Click "Apply." Click "OK.")

(b) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(c) Marking:

(1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P-Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see [://www.acq.osd.mil/log/rfid/index.htm](http://www.acq.osd.mil/log/rfid/index.htm) for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(d) Heat Treatment and Marking of Wood Packaging Materials (WPM): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: [://www.alsc.org](http://www.alsc.org)). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(e) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be

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|---------------------------|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD | Page 10 of 35 |
|---------------------------|---|----------------------|

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

(g) SUPPLEMENTAL INSTRUCTIONS: See attached Special Packaging Instruction SPI AK15545366 in Section J.

[End of Clause]

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

Page 11 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

SECTION E - INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |
| E-3 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-4 | 52.246-4028 (TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | NOV/2005 |

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

INSPECTION POINT: BAE IESI, Inc. 19397
(Name) (CAGE)

6500 Tracor Lane Austin TX 78725-2151
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: BAE IESI, Inc. 19397
(Name) (CAGE)

6500 Tracor Lane Austin TX 78725-2151
(Address) (City) (State) (Zip)

[End of Clause]

| | | | |
|-----|------------------------|-------------------------|----------|
| E-5 | 52.246-4048 (TACOM) | DRAWINGS FOR INSPECTION | AUG/2007 |
|-----|------------------------|-------------------------|----------|

When requested, the Contractor shall make available to the Government Inspector, the drawings and specifications to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

(End of Clause)

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

Page 12 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| F-2 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-3 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-4 | 52.247-29 | F.O.B. ORIGIN | FEB/2006 |
| F-5 | 52.247-58 | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| F-6 | 52.247-59 | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| F-7 | 52.247-65 | F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS | JAN/1991 |
| F-8 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011) | DEC/2011 |
| F-9 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION | JUN/2011 |

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

| | |
|---|------------------|
| Contract Line, Subline, or Exhibit Line Item Number | Item Description |
| N/A | N/A |
| | |
| | |

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -3-.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

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

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

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

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

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

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

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

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

(3) Use a DoD recognized unique identification equivalent; and

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

(ii) The issuing agency code

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 15 of 35 |
| | PIIN/SIIN SPRDL1-13-C-0065 | MOD/AMD |

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

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

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

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

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

(End of clause)

F-10 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION

SEP/2011

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other

| | | |
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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD | Page 16 of 35 |
|---------------------------|---|----------------------|

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at *HYPERLINK "<http://www.acq.osd.mil/log/rfid/>" or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

| Contract line, subline, or exhibit line item number | Location name | City | State | DoDAAC |
|---|---------------|------|-------|--------|
|---|---------------|------|-------|--------|

N/A

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

Page 17 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at *HYPERLINK "http://www.epcglobalinc.org/standards/"http://www.epcglobalinc.org/standards/.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at *HYPERLINK "http://www.acq.osd.mil/log/rfid/tag_data.htm"http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at *HYPERLINK "https://wawf.eb.mil/"https://wawf.eb.mil/.

(End of clause)

F-11 52.242-4022 DELIVERY SCHEDULE
(TACOM)

SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

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

Page 18 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
| N/A | | |

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
| 0001AA | 100 | 120 |
| | 100 | 150 |
| | 200 | 210 |
| | 226 | 240 |
| 0002AA | 626 | 240 days after award of option quantity |

(d) Accelerated delivery schedule IS acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
| | | |

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
| | | |

[End of Clause]

F-12 52.247-60 Guaranteed Shipping Characteristics

DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box ____, Fiber Box ____, Barrel ____, Reel ____, Drum ____,

Other (Specify) _____;

(ii) Shipping configuration: Knocked-down ____, Set-up ____, Nested ____, Other (specify) _____;

(iii) Size of container: ____" (Length), x ____" (Width), x ____" (Height) = ____ Cubic Ft;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs;

(vi) Palletized/skidded *Yes * No;

(vii) Number of containers per pallet/skid _____;

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

Page 19 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents:

_____ Lbs*

(*NOTE: Should equal [(v) x (vii)] + viii)

Cube** _____;

(**NOTE: Provide length, width and height of loaded pallet in inches)

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

F-13 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-14 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[] are

[X] are not

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

Page 21 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

| | | | | |
|-------------------|--------|---|---|--|
| 206721/ 209405 | W25G1U | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001 |
|-------------------|--------|---|---|--|

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

| | | | | |
|-------------------|--------|--|--|--|
| 875670/ 875675 | W62G2T | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130 |
|-------------------|--------|--|--|--|

| | | | | |
|-------------------|--------|---|---|---|
| 471995/ 471996 | W31G1Z | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021 |
|-------------------|--------|---|---|---|

| | | | | |
|-------------------|--------|---|---|--|
| 209741/ 209770 | W25G1R | Transportation Officer Letterkenny Army Depot, Culbertson, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150 |
|-------------------|--------|---|---|--|

| | | | | |
|-------------------|--------|--|--|---|
| 661136/ 661157 | W45G19 | Transportation Officer Red River Army Depot, Defense, TX | Transportation Officer Red River Army Depot, Texarkana, TX | Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000 |
|-------------------|--------|--|--|---|

NOTE: Drivers must schedule an appointment for delivery at least 24 hours in advance. Deliveries will be scheduled for Monday-Friday, 0700-1300. E-mail or fax the PCO at CML (903)334-2208 or CML (903)334-2881. POC's are available Monday-Saturday, 0700-1730 with the exception of government holidays. For directions, please call CML (903)334-3060. Trucks enter through the commercial carrier route entrance and report to building 23 Truck Control 30 minutes prior to their scheduled appointment. Carriers that arrive at Truck Control without appointments will be placed at the end of the day's schedule unless there is an earlier opening and will be worked/unloaded as soon as possible.

POCs: ddrt-appt@dla.mil, Randy Cox, CML (903)334-2945, Randy.Cox@dla.mil; Angela Carr, CML (903)334-4950 Angela.Carr@dla.mil; Jane Haley, CML (903)334-4671 Jane.Haley@dla.mil; Darlene Phelps, CML (903)334-3818 Darlene.Phelps@dla.mil.

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

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 22 of 35****PIIN/SIIN** SPRDL1-13-C-0065**MOD/AMD**

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 23 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

SECTION G - CONTRACT ADMINISTRATION DATA

SPECIAL INSTRUCTIONS TO DFAS:

The correct LOA for the funding document is as follows:

1731106 1A2A 257 67854 067443 2D M95450 3MPZ885050LS 067443

Please contact the Buyer listed on Page 1 for Budget POC information, if required.

*** END OF NARRATIVE G0001 ***

| LINE ITEM | PRON/ AMS CD/ MIPR | OBLG STAT | JO NO/ ACCT ASSIGN | ACRN | OBLIGATED AMOUNT |
|--------------|--------------------------|--------------|-----------------------|------|---------------------|
| 0001AA | EH37E684EH | 2 | | AA | \$ 3,142,782.92 |
| | M9545013MPZ8850 | | | | |
| TOTAL | | | | | \$ 3,142,782.92 |

| ACRN | ACCOUNTING CLASSIFICATION | OBLIGATED AMOUNT |
|-------|---|---------------------|
| AA | 17 311061A2A25767854 0674432DM954503MPZ885050LS | \$ 3,142,782.92 |
| TOTAL | | \$ 3,142,782.92 |

| LINE ITEM | ACRN | EDI/SFIS ACCOUNTING CLASSIFICATION | Regulatory Cite | Title | Date |
|--------------|------|--|-----------------|--|----------|
| 0001AA | AA | 17 131311061A2A 25767854 067443 2DM954503MPZ885050LS M9545013MPZ8850 | | | 067443 |
| G-1 | | 252.204-0005 | (DFARS PGI) | LINE ITEM SPECIFIC: BY CANCELLATION DATE | SEP/2009 |

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

(End)

G-2 52.247-4906 Transportation Account Code (TAC) for FOB Origin Shipment FEB/2012
 DCMA: The TAC to use in GBL preparation for shipments made under this contract is A2P2.

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

Page 24 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

SECTION H - SPECIAL CONTRACT REQUIREMENTS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| H-1 | 252.222-7006 | RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS | DEC/2010 |
| H-2 | 52.204-4005 | REQUIRED USE OF ELECTRONIC CONTRACTING | SEP/2004 |

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

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: [*HYPERLINK "http://www.ccr.gov/"](http://www.ccr.gov/)<http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

Warren: [*HYPERLINK](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)

["http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm"](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm

Rock Island: [*HYPERLINK "https://aais.ria.army.mil/AAIS/AWDINFO/index.htm"](https://aais.ria.army.mil/AAIS/AWDINFO/index.htm)<https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>

Picatinny: [*HYPERLINK "http://procnet.pica.army.mil/dbi/DynCBD/award.cfm"](http://procnet.pica.army.mil/dbi/DynCBD/award.cfm)<http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>

Red River Army Depot: [*HYPERLINK](http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm)

["http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm"](http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm)<http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>

Anniston Army Depot: [*HYPERLINK "http://www.anadprocnet.army.mil/"](http://www.anadprocnet.army.mil/)<http://www.anadprocnet.army.mil/>

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

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

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

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 25 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

SECTION I - CONTRACT CLAUSES

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | JAN/2012 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP/2006 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | OCT/2010 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT/2010 |
| I-9 | 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | APR/2010 |
| I-10 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY/2011 |
| I-11 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | FEB/2012 |
| I-12 | 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | FEB/2012 |
| I-13 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC/2010 |
| I-14 | 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | FEB/2012 |
| I-15 | 52.210-1 | MARKET RESEARCH | APR/2011 |
| I-16 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-17 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| I-18 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATIONS | OCT/2010 |
| I-19 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-20 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA | AUG/2011 |
| I-21 | 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT/2010 |
| I-22 | 52.215-14 | INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997) | OCT/1997 |
| I-23 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT/2010 |
| I-24 | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL/2005 |
| I-25 | 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES | OCT/2009 |
| I-26 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | JAN/2011 |
| I-27 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JAN/2011 |
| I-28 | 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN | JAN/1999 |
| I-29 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-30 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | MAR/2012 |
| I-31 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | OCT/2010 |
| I-32 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-33 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-34 | 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | SEP/2010 |
| I-35 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT/2010 |
| I-36 | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | SEP/2010 |
| I-37 | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC/2010 |
| I-38 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB/2009 |
| I-39 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | JUL/2012 |
| I-40 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-41 | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG/2011 |
| I-42 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2008 |
| I-43 | 52.227-1 | AUTHORIZATION AND CONSENT | DEC/2007 |
| I-44 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC/2007 |
| I-45 | 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) | APR/2003 |
| I-46 | 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | JUN/2010 |
| I-47 | 52.232-1 | PAYMENTS | APR/1984 |
| I-48 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-49 | 52.232-11 | EXTRAS | APR/1984 |
| I-50 | 52.232-17 | INTEREST | OCT/2010 |
| I-51 | 52.232-23 | ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-52 | 52.232-25 | PROMPT PAYMENT | OCT/2008 |
| I-53 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-54 | 52.233-1 | DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991) | DEC/1991 |
| I-55 | 52.233-1 | DISPUTES | JUL/2002 |
| I-56 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-57 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 26 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------|------------------------|---|-------------|
| I-58 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-59 | 52.243-1 | CHANGES--FIXED PRICE | AUG/1987 |
| I-60 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-61 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | DEC/2010 |
| I-62 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-63 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-64 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| I-65 | 52.248-1 | VALUE ENGINEERING | OCT/2010 |
| I-66 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | APR/2012 |
| I-67 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-68 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-69 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | SEP/2011 |
| I-70 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | DEC/2008 |
| I-71 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | JAN/2009 |
| I-72 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| I-73 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-74 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| I-75 | 252.204-7008 | EXPORT-CONTROLLED ITEMS | APR/2010 |
| I-76 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-77 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | DEC/2006 |
| I-78 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-79 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | FEB/2012 |
| I-80 | 252.219-7003 | SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) | JUN/2012 |
| I-81 | 252.223-7008 | PROHIBITION OF HEXAVALENT CHROMIUM | MAY/2011 |
| I-82 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | JUN/2012 |
| I-83 | 252.225-7006 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | OCT/2010 |
| I-84 | 252.225-7007 | PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES | SEP/2006 |
| I-85 | 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS | JUN/2012 |
| I-86 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | JUN/2012 |
| I-87 | 252.225-7013 | DUTY-FREE ENTRY | JAN/2012 |
| I-88 | 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS | JUN/2005 |
| I-89 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | JUN/2011 |
| I-90 | 252.225-7021 | TRADE AGREEMENTS | JUN/2012 |
| I-91 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| I-92 | 252.225-7041 | CORRESPONDENCE IN ENGLISH | JUN/1997 |
| I-93 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-94 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-95 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | JUN/2012 |
| I-96 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| I-97 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-98 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-99 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) | JUN/2012 |
| I-100 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2008 |
| I-101 | 252.246-7003 | NOTIFICATION OF POTENTIAL SAFETY ISSUES | JAN/2007 |
| I-102 | 252.247-7003 | PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER | SEP/2010 |
| I-103 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
| I-104 | 252.247-7024 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000 |
| I-105 | 252.247-7028 | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS | JUN/2012 |
| I-106 | 52.247-1 | COMMERCIAL BILL OF LADING NOTATIONS | FEB/2006 |

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 27 of 35 |
| | PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD | |

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for DLA Land - Warren and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

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

Transportation is for DLA Land - Warren and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. -2-. This may be confirmed by contacting contractor to fill in the contract administration office listed in the contract.

(End of Clause)

I-107 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) SEP/2011

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

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

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

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

N/A

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-108 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 30 Jun 2013. By mutual agreement of both parties, incremental exercising of the option is not permitted. The full option quantity of 626 EA must be exercised in a single procurement action.

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

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

[End of Clause]

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|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 28 of 35 |
| | PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD | |
| Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT | | |

I-109 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-110 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2012

(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.

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

Page 30 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

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

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

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

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

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

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

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

(End of Clause)

I-112 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

(End of Clause)

I-113 52.230-2 COST ACCOUNTING STANDARDS MAY/2012

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

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

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

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

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|---|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD | Page 31 of 35 |
| Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT | | |

required prospectively from the date of applicability to such contract or subcontract.

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

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

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

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

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

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

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

(End of clause)

I-114 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-115 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)

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|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD | Page 32 of 35 |
| Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT | | |

I-116 252.211-7005 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.dcmam.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:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-117 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

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

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.) ACT

None

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

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

(End of clause)

I-118 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

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

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

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

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

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

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

[End of Clause]

I-119 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN SPRDL1-13-C-0065 MOD/AMD | Page 34 of 35 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

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

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 35 of 35

PIIN/SIIN SPRDL1-13-C-0065

MOD/AMD

Name of Offeror or Contractor: BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRAT

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 0001 | SPI AK15545366 | | 001 | ELECTRONIC IMAGE |