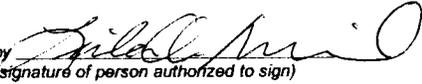
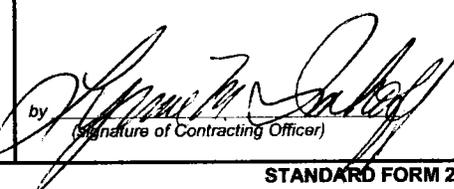


<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-A1	PAGE of PAGES 1 20	
2. CONTRACT (PROC. INST. IDENT.) NO. FA8650-04-C-5401		3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G		
5. ISSUED BY AFRL/MLKM USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-7801 NATHAN E. PENNINGTON 937 255-6022 nathan.pennington@wpafb.af.mil		CODE FA8650	6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE S0513A DCMA SANTA ANA 34 CIVIC CENTER PLZ ROOM 813-A SANTA ANA CA 92701 SCD: C PAS: (NONE)		
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) RAYTHEON COMPANY 2000 EAST EL SEGUNDO BLVD. EL SEGUNDO CA 90245-0902 (310) 334-2057			8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)		
<b>MAILED</b>  JAN 26 2004			9. DISCOUNT FOR PROMPT PAYMENT N		
			10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN <input type="checkbox"/>		
CAGE CODE 4U884		FACILITY CODE		ITEM See Block 12	
11. SHIP TO / MARK FOR See Section F		12. PAYMENT WILL BE MADE BY DFAS-CO/WEST ENTITLEMENT OPER P O BOX 182381 COLUMBUS OH 43218-2381  EFT: T		CODE HQ0339	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION			14. ACCOUNTING AND APPROPRIATION DATA See Section G		
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	
				15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT				\$9,404,378.00	
<b>16. Table of Contents</b>					
SEC	DESCRIPTION	PAGE(S)	SEC	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>		
√ A	SOLICITATION/CONTRACT FORM	1	√ I	CONTRACT CLAUSES	15
√ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS &amp; ATTACHMENTS</b>		
√ C	DESCRIPTION/SPECS./WORK STATEMENT	6	√ J	LIST OF ATTACHMENTS	20
√ D	PACKAGING AND MARKING	7	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
√ E	INSPECTION AND ACCEPTANCE	8	K	REPRESENTATIONS, CERTIFICATIONS OTHER STATEMENTS OF OFFERORS	
√ F	DELIVERIES OR PERFORMANCE	9	L	INSTRS., CONDS., AND NOTICES TO	
√ G	CONTRACT ADMINISTRATION DATA	12	M	EVALUATION FACTORS FOR AWARD	
√ H	SPECIAL CONTRACT REQUIREMENTS	14			
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>					
17. <input checked="" type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all 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"/> <b>Award</b> (Contractor is not required to sign this document). Your offer on solicitation number including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Linda A. Marcil, Contracts Manager			20A. NAME OF CONTRACTING OFFICER LYNNE M. IMHOFF		
19B. Name of Contractor		19C. Date Signed	20B. United States of America		20C. Date Signed
by  (signature of person authorized to sign)		23 JAN 04	by  (signature of Contracting Officer)		JAN 26 2004

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0001</b>		1	\$9,404,378.00
		Lot	\$9,404,378.00
	<i>Noun:</i>	RESEARCH AND DEVELOPMENT	
	<i>ACRN:</i>	9	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>		
	<i>Contract type:</i>	U - COST PLUS FIXED FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	Conduct Research entitled "Sensor Hardening Demonstration" in accordance with Section I, 5352.215-9005 Incorporation of Contractor's Technical Proposal. Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, dated ** Dec 2003		
<b>000101</b>			
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA \$10,000.00	
	<i>PR/MIPR:</i>	GWSML037203494 \$10,000.00	
<b>0002</b>		1	NSP
		Lot	NSP
	<i>Noun:</i>	HARDWARE	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	U - COST PLUS FIXED FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	Deliver two hardened imagers with all associated test equipment in accordance with SOW dated 30 Oct 2003 incorporated by reference.		
<b>0003</b>		1	NSP
		Lot	NSP
	<i>Noun:</i>	HARDWARE	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	U - COST PLUS FIXED FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	Deliver 10 representative hardened devices in accordance with SOW dated 30 Oct 2003 incorporated by reference.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0004</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> RESEARCH AND DEVELOPMENT (OPTION EFFORT ONLY)  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> U - COST PLUS FIXED FEE  <i>Inspection:</i> DESTINATION  <i>Acceptance:</i> DESTINATION  <i>FOB:</i> DESTINATION  <i>Descriptive Data:</i>            Conduct research "Sensor Hardening Demonstration" for the option contract effort entitled "MTS System Fabrication" in accordance with SOW, Task 13, dated 30 Oct 2003 incorporated by reference.</p>		
<b>0005</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> RESEARCH AND DEVELOPMENT (OPTION EFFORT ONLY)  <i>NSN:</i> N - Not Applicable  <i>Contract type:</i> U - COST PLUS FIXED FEE  <i>Inspection:</i> DESTINATION  <i>Acceptance:</i> DESTINATION  <i>FOB:</i> DESTINATION  <i>Descriptive Data:</i>            Conduct research "Sensor Hardening Demonstration" for the option contract effort entitled "Dual Band Optical Limiter Development and Optimization" in accordance with SOW, Task 14, dated 30 Oct 2003 incorporated by reference.</p>		
<b>0006</b>	OPTION CLIN (supply)		
	<p><i>Noun:</i> RESEARCH AND DEVELOPMENT (OPTION EFFORT ONLY)  <i>NSN:</i> N - Not Applicable  <i>DD1423 is Exhibit:</i>  <i>Contract type:</i> U - COST PLUS FIXED FEE  <i>Inspection:</i> DESTINATION  <i>Acceptance:</i> DESTINATION  <i>FOB:</i> DESTINATION  <i>Descriptive Data:</i>            Conduct research "Sensor Hardening Demonstration" for the option contract effort entitled "Laser Spot Tracker and Receiver Optical Limiter Development" in accordance with SOW, Task 15, dated 30 Oct 2003 incorporated by reference.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0007</b>	OPTION CLIN (supply)		
	<i>Noun:</i> RESEARCH AND DEVELOPMENT (OPTION EFFORT ONLY) <i>NSN:</i> N - Not Applicable <i>Contract type:</i> U - COST PLUS FIXED FEE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> Conduct research "Sensor Hardening Demonstration" for the option contract effort entitled "Stealth Dewar Fabrication" in accordance with SOW, Task 16, dated 30 Oct 2003 incorporated by reference.		
<b>0008</b>	OPTION CLIN (supply)		
	<i>Noun:</i> RESEARCH AND DEVELOPMENT (OPTION EFFORT ONLY) <i>NSN:</i> N - Not Applicable <i>Contract type:</i> U - COST PLUS FIXED FEE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> Conduct research "Sensor Hardening Demonstration" for the option contract effort entitled "Alternate Imager Design & Fabrication" in accordance with SOW, Task 17, dated 30 Oct 2003 incorporated by reference.		
<b>0009</b>	OPTION CLIN (supply)		
	<i>Noun:</i> RESEARCH AND DEVELOPMENT (OPTION EFFORT ONLY) <i>NSN:</i> N - Not Applicable <i>Contract type:</i> U - COST PLUS FIXED FEE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> Conduct research "Sensor Hardening Demonstration" for the option contract effort entitled "Flight Testing" in accordance with SOW, Task 18, dated 30 Oct 2003 incorporated by reference.		

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**B049 OPTIONS (APR 2000)**

The Government may require performance of the work required by CLIN(s) 0004, 0005, 0006, 0007, 0008, and 0009. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before 01 April 2007 for CLIN 0004, 01 Nov 2005 for CLIN 0005, 01 Nov 05 for CLIN 0006, 01 June 07 for CLIN 0007, 01 Nov 05 for CLIN 0008, and 01 Dec 05 for CLIN 0009. If the Government exercises this option(s) by (See Below) , the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

CLIN	Cost	Fee	Total	Exercise by Date	Period of Performance
0004	\$1,023,828	\$81,574	\$1,105,402	01 May 2007	9 Months
0005	\$2,117,056	\$167,921	\$2,284,977	01 Dec 2005	24 Months
0006	\$537,255	\$42,513	\$579,768	01 Dec 2005	16 Months
0007	\$335,983	\$26,653	\$362,636	01 Jul 2007	6 Months
0008	\$3,519,759	\$277,401	\$3,797,160	01 Dec 2005	23 Months
0009	\$342,384	\$27,338	\$369,722	01 Jan 2006	3 Months

**B054 IMPLEMENTATION OF LIMITATION OF FUNDS (FEB 2003) (TAILORED)**

(a) The sum allotted to this contract and available for payment of costs and fee under CLIN 0001 in accordance with the clause in Section I entitled "Limitation of Funds" is 10,000.

**B058 PAYMENT OF FEE (CPFF) (FEB 2003)**

The estimated cost and fee for this contract are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost \$8,715,128.00  
Fee \$689,250.00

NO CLAUSES OR PROVISIONS IN THIS SECTION

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT  
CONTRACT CLAUSES**

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**E006 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS (APR 1998)**

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g. hardware, software, exhibit line items, status reports, services, etc.) to the following address:

As shown in Clause F007.

(b) In addition, a copy of the DD Form 250 shall accompany each shipment for all deliverable items. Shipment addresses are specified in Section F of the schedule and/or on the Contract Data Requirements List.

(c) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the following office:

AFRL/MLPJ

**E007 INSPECTION AND ACCEPTANCE AUTHORITY (APR 1998)**

Inspection and acceptance for all Contract and Exhibit Lines or Subline Items shall be accomplished by the Program Manager, Air Force Research Laboratory, As shown in clause G002 .

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U		58	MARO
	<i>Noun:</i>		RESEARCH AND DEVELOPMENT			
	<i>ACRN:</i>	9				
	<i>Descriptive Data:</i>					
	The scheduled delivery date for the approved final technical report is 58 months after mailing date. All data shall be delivered in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, dated ** Nov 2003 The technical effort must be completed no later than 54 months after mailing date. See DD Form 1423 for mailing address.					
0002		1	FY1456		54	MARO
	<i>Noun:</i>		HARDWARE			
	<i>ACRN:</i>	U				
	<i>Descriptive Data:</i>					
	Deliver two hardened imagers with all associated test equipment 54 months after mailing date in accordance with the SOW dated 30 Oct 2003 incorporated by reference.					
0003		1	FY1456		54	MARO
	<i>Noun:</i>		HARDWARE			
	<i>ACRN:</i>	U				
	<i>Descriptive Data:</i>					
	Deliver 10 representative hardened devices 54 months after mailing date in accordance with SOW dated 30 Oct 2003 incorporated by reference.					

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)  
52.247-34 F.O.B. DESTINATION (NOV 1991)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**F003 CONTRACT DELIVERIES (FEB 1997)**

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

- (a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".
- (b) "WARO" means "weeks after the effective date for award of the contractual action".
- (c) "DARO" means "days after the effective date for award of the contractual action".
- (d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

**F005 DELIVERY OF REPORTS (OCT 1998)**

- (a) All data shall be delivered in accordance with the delivery schedule shown on the Contract Data Requirements List, attachments, or as incorporated by reference.
- (b) All reports and correspondence submitted under this contract shall include the contract number and project number and be forwarded prepaid. A copy of the letters of transmittal shall be delivered to the Procuring Contracting Officer (PCO) and Administrative Contracting Officer (ACO). The addresses are set forth on the contract award cover page. All other address(es) and code(s) for consignee(s) are as set forth in the contract or incorporated by reference.

**F007 SHIPMENT ADDRESS (SEP 1997) (TAILORED)**

Air Force Research Laboratory  
Materials and Manufacturing Directorate  
AFRL/MLPJ (Attn: Marc Martin)  
3005 P. St  
Wright-Patterson AFB, OH 45433

Air Force Research Laboratory  
Materials and Manufacturing Directorate  
AFRL/MLF (Attn: Janet Schweitzer)  
2310 8th Street, Bldg 167  
Wright-Patterson AFB, OH 45433

Air Force Research Laboratory

Materials and Manufacturing Directorate  
AFRL/MLK (Attn: Nathan Pennington)  
2310 8th Street, Bldg 167  
Wright-Patterson AFB, OH 45433

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
<b>AA</b>	57 33600 293 47WL 632100 6MPJ08 00700 63112F 503000 F03000 <i>Funding breakdown:</i> On CLIN 000101: \$10,000.00 <i>PR/MIPR:</i> GWSML037203494 \$10,000.00 <i>JON:</i> 210000FJ <i>Descriptive data:</i> Funding JON: 210000FJ  PR Complete	\$10,000.00

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**G002 PROGRAM MANAGER (MAY 1997)**

Program Manager: Marc Martin, (937) 255-3808 x3166

**G005 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAR 2001)**

Payment for all effort under this contract should be made in the order and amounts shown in the informational subline item(s) in Section B, CLIN 0001 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	\$10,000

a. This contract will be funded by multiple accounting classification citations. Payment shall be made from ACRNs in alphabetical order (AA,AB,etc). DO NOT USE A PRORATED METHOD to pay, disburse and liquidate funds. Do not liquidate any funds from an ACRN unless the preceding ACRNs have been fully liquidated, or if revised payment instructions are provided per paragraph b. below.

b. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payments instructions are provided as part of a contract modification.

**G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 1997)**

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

**G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999) (TAILORED)**

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to AFMC LO/JAZI, BLDG 11, AREA B, 2240 B STREET, ROOM 100, WRIGHT-PATTERSON AFB, OH 45433-7109  
This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

**H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (SEP 2003)**

To comply with DFARS 252.204-7000, Disclosure of Information, the contractor shall submit two copies of the information to be released to the Air Force Program Manager at least 45 days prior to the scheduled release date.

The ASC Public Affairs Office (ASC/PA) is hereby designated as the approval authority for the Contracting Officer.

**H033 SOLICITATION NUMBER (APR 1998)**

Solicitation Number: MLK-03-16

**H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)**

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

**H083 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (FEB 2003)**

In accordance with DFARS 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the Contractor's Comprehensive Subcontracting Plan dated 01 OCT 2002 and its successors is herein incorporated by reference.

**H087 GOVERNMENT- FURNISHED PROPERTY (GFP) (FEB 2003) (TAILORED)**

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. Destination, for use in performance of this contract. The property is accountable under contract F33615-99-C-5429 and may be used on a rent-free non-interference basis.

1. PPLN cw Laser
2. MTS OI Dewar
3. SHPS Staring Sensor

**Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:**

**Database\_Version: 6.0.0.000; Issued: 1/16/2004; Clauses: ; FAR: FAC 2001-17; DFAR: DCN20031215; DL.: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-02; AFAC: AFAC 2003-1105; IPN: 98-009**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.202-01 DEFINITIONS (DEC 2001)  
52.203-03 GRATUITIES (APR 1984)  
52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)  
52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)  
52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)  
52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)  
52.204-02 SECURITY REQUIREMENTS (AUG 1996)  
52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)  
52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)  
52.211-05 MATERIAL REQUIREMENTS (AUG 2000)  
52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)  
52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)  
52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)  
52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)  
52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)  
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)  
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)  
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)  
52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)  
52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002)  
52.216-08 FIXED FEE (MAR 1997)  
52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)  
52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)  
52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)  
Para (a), Dollar amount is '\$0.00'  
52.222-03 CONVICT LABOR (JUN 2003)  
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)  
52.222-26 EQUAL OPPORTUNITY (APR 2002)  
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)  
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)
- 52.227-01 AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
- 52.227-12 PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)  
para (l), insert agency instructions for communications 'The contractor shall forward the invention reports called for by the Patents Rights clause through the Administrative Contracting Office addressed through AFMCLO/JAZI, 2240 B Street, Room 100, Wright-Patterson AFB, OH 45433-7109. Invention reports may be e-mailed to: afmclo.jaz@wpafb.af.mil <mailto:afmclo.jaz@wpafb.af.mil>. Ensure e-mail includes your contract number, followed by the words "Invention Reporting" on the subject line.'
- 52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-02 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
- 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)
- 52.243-06 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)  
Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'  
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
- 52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)  
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'none'  
Para (k), Insert subcontracts which were evaluated during negotiations: 'none'
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
- 52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-  
CONTRACT-RELATED FELONIES (MAR 1999)
- 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER  
THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE  
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
- 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS  
SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR  
2003)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)
- 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 2003)
- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (APR 2003)
- 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE  
(APR 2003)
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC  
ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)
- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
- 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
- 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)
- 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)  
Para (a), name of contracting agency(ies): 'United States Air Force'  
Para (a), contract number(s): 'FA8650-04-C-5401'  
Para (b), name of contracting agency(ies): 'United States Air Force'
- 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD  
CONTRACTS) (MAR 2000)
- 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR  
2003)  
Para (c), List of Class I ODSs. 'none'

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT  
CONTRACT CLAUSES**

5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

**52.252-02 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(es): <http://farsite.hill.af.mil/>

**52.252-06 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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG 1998) (TAILORED)**

(a) The following documents are incorporated herein by reference and made a part of this contract. This SOW is Classified Secret and is For Official Use Only:

Part II-Statement of Work, Page 1 through Page 5 of Contractor's Technical Proposal Version No. 1, dated 30 Oct 2003, entitled "Sensor Hardening Demonstration."

(b) Nothing contained in the Contractor's technical proposal shall constitute a waiver to any other requirement of this contract. In the event of any conflict between the Contractor's technical proposal and any other requirement of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause. For purposes of the Order of Precedence clause the document(s) listed above shall rank last.

(c) The detailed technical content of the Contractor's proposal was an important factor in the selection of the Contractor for award of this contract. The documents listed above are now contractually binding. The Contractor shall not change or otherwise deviate from the content of these documents without prior written approval from the Contracting Officer.

(d) If it is necessary to change the performance, design, configuration, or other items specified in the technical proposal in order to comply with the requirements of the contract clauses, special contract requirements, or statement of work, the contract shall be modified appropriately.

(e) The Contractor agrees that the documents listed above reflects the results/responses to exchanges and /or Evaluation Notices (ENs) issued during the negotiation process. If, after contract award, it is discovered that

changes made during negotiations were not incorporated in the SOW and/or technical proposal, such changes to the Contractor's documents shall be considered administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS  
SECTION J - LIST OF ATTACHMENTS

---

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	8	20 JAN 2004	CONTRACT DATA REQUIREMENTS LIST (CDRL)
ATTACHMENT 1	4	23 JAN 2004	CONTRACT SECURITY CLASSIFICATION (DD FORM 254)