

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   16		
2. CONTRACT (Proc. Inst. Ident.) NO. <b>DASG60-02-C-0048</b>		3. EFFECTIVE DATE <b>24 Sep 2002</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. DWAM20203-01			
5. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE <b>W31RDP</b>	6. ADMINISTERED BY (If other than Item 5) OFFICE OF NAVAL RESEARCH 1107 NORTHHEAT 45TH STREET SEATTLE WA 98105-4631		CODE	<b>N63374</b>	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) UNIVERSITY OF HAWAII 2530 DOLE STREET, SAKAMAKI D200 HONOLULU HI 96822-2303				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE <b>0W411</b>		FACILITY CODE		12. PAYMENT WILL BE MADE BY DEAS-ST LOUIS [REDACTED] P.O. BOX 200009 ST. LOUIS MO 63120-0009		CODE <b>HQ0304</b>	
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$1,830,051.00</b>	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED] / CONTRACTING OFFICER				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA [REDACTED]		20C. DATE SIGNED <b>25-Sep-2002</b>		
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)					

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Basic Effort - Labor, Travel, and ODC COST - Basic Effort - Project Planning, Conceptual Development, and Risk Reduction Research. Work as set forth in Broad Agency Announcement (BAA) DASG60-99-0009, proposal submitted by University of Hawaii, entitled "Active Hyperspectral Sensor Research," dated 30 Nov 2001 and revisions thereto, Paragraphs 3, 4, and 5 incorporated herein by reference. PURCHASE REQUEST NUMBER DWAM20203-01			\$	\$
				ESTIMATED COST	\$1,830,051.00
	ACRN AA Funded Amount				\$1,830,051.00
0002	Data (Basic Effort) COST - In accordance with Technical Requirement No. N069 and Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A004. PURCHASE REQUEST NUMBER DWAM20203-01			\$	\$ NSP
				ESTIMATED COST	\$
0003	Option I - Labor, Travel, and ODC COST - Option I - Concept Definition Experiment. Work as set forth in Broad Agency Announcement (BAA) DASG60-99-0009, proposal submitted by University of Hawaii, entitled "Active Hyperspectral Sensor Research," dated 30 Nov 2001 and revisions thereto, Paragraphs 3, 4, and 5 incorporated herein by reference. PURCHASE REQUEST NUMBER DWAM20203-01			\$	\$
				ESTIMATED COST	\$29,887,245.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004				\$	\$ NSP

Data (Option I)  
 COST - In accordance with Technical Requirement No. N069 and Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 through B004.  
 PURCHASE REQUEST NUMBER DWAM20203-01

ESTIMATED COST                    \$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005				\$	\$

Option II - Labor, Travel, and ODC  
 COST - Option II - Instrumentation Upgrades. Work as set forth in Broad Agency Announcement (BAA) DASG60-99-0009, proposal submitted by University of Hawaii, entitled "Active Hyperspectral Sensor Research," dated 30 Nov 2001 and revisions thereto, Paragraphs 3, 4, and 5 incorporated herein by reference.  
 PURCHASE REQUEST NUMBER DWAM20203-01

ESTIMATED COST                    \$8,800,948.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006				\$	\$ NSP

Data (Option II)  
 COST - In accordance with Technical Requirement No. N069 and Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. C001 through C004.  
 PURCHASE REQUEST NUMBER DWAM20203-01

ESTIMATED COST                    \$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Option III - Labor, Travel, and ODC COST - Option III - Prototype Laser System Research. Work as set forth in Broad Agency Announcement (BAA) DASG60-99-0009, proposal submitted by University of Hawaii, entitled "Active Hyperspectral Sensor Research," dated 30 Nov 2001 and revisions thereto, Paragraphs 3, 4, and 5 incorporated herein by reference. PURCHASE REQUEST NUMBER DWAM20203-01			\$	\$

ESTIMATED COST \$5,983,045.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Data (Option III) COST - In accordance with Technical Requirement No. N069 and Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. D001 through D004. PURCHASE REQUEST NUMBER DWAM20203-01			\$	\$ NSP

ESTIMATED COST \$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Option IV - Labor, Travel, and ODC COST - Option IV - Extended Research Operations. Work as set forth in Broad Agency Announcement (BAA) DASG60-99-0009, proposal submitted by University of Hawaii, entitled "Active Hyperspectral Sensor Research," dated 30 Nov 2001 and revisions thereto, Paragraphs 3, 4, and 5 incorporated herein by reference. PURCHASE REQUEST NUMBER DWAM20203-01			\$	\$

ESTIMATED COST \$3,028,175.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Data (Option IV) COST - In accordance with Technical Requirement No. N069 and Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. E001 through E004. PURCHASE REQUEST NUMBER DWAM20203-01			\$	\$ NSP

ESTIMATED COST                    \$

CLAUSES INCORPORATED BY FULL TEXT

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of this contract shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). In the event the task cannot be completed by the contractor within the estimated cost of CLINs 0001, 0003 (if exercised), 0005 (if exercised), 0007 (if exercised), and 0009 (if exercised), the Government may require completion of the effort, provided the Government increases the estimated cost of CLINs 0001, 0003 (if exercised), 0005 (if exercised), 0007 (if exercised), and 0009 (if exercised) under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based on the performance of all effort as set forth in the proposed Technical Requirement No. N069 and University of Hawaii's Statement of Work page 17 and tasks defined on page 13. CLIN 0003 will be considered complete based on the performance of all effort as set forth in the proposed Technical Requirement No. N069 and University of Hawaii's Statement of Work page 18 and tasks defined on pages 13-14. CLIN 0005 will be considered complete based on the performance of all effort as set forth in the proposed Technical Requirement No. N069 and University of Hawaii's Statement of Work page 19 and tasks defined on pages 14-15. CLIN 0007 will be considered complete based on the performance of all effort as set forth in the proposed Technical Requirement No. N069 and University of Hawaii's Statement of Work page 20 and tasks defined on page 15. CLIN 0009 will be considered complete based on the performance of all effort as set forth in the proposed Technical Requirement No. N069 and University of Hawaii's Statement of Work page 20 and tasks defined on page 15.

c. CLINs 0002, 0004, 0006, 0008, and 0010 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-9      Inspection Of Research And Development (Short Form)      APR 1984

INSPECTION/ACCEPTANCE:

Final inspection and acceptance of all items/services shall be performed by the SMDC Technical Monitor.

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I

APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

DATA AND REPORTS:

The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements List, DD Form 1423.

PLACE AND METHOD OF DELIVERY:

a. The contractor shall deliver the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid and addressed to the attention of the offices by symbol as shown in block 14 of DD Form 1423.

b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

PERIOD OF PERFORMANCE:

a. The contractor shall provide all level of effort, data, and reports required by CLINs 0001 and 0002 within twelve (12) months after the effective date of the contract.

b. The contractor shall provide all level of effort, data, and reports required by CLINs 0003 and 0004 within forty-eight (48) months after the effective date of the option exercise. However, the total performance period of this contract shall not exceed 72 months.

c. The contractor shall provide all level of effort, data, and reports required by CLINs 0005 and 0006 within thirty-six (36) months after the effective date of the option exercise. However, the total performance period of this contract shall not exceed 72 months.

d. The contractor shall provide all level of effort, data, and reports required by CLINs 0007 and 0008 within twenty-four (24) months after the effective date of the option exercise. However, the total performance period of this contract shall not exceed 72 months.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 within thirty-six (36) months after the effective date of the option exercise. However, the total performance period of this contract shall not exceed 72 months.

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.1120 P2103 0602 2522 S49447 DWAM20203  
 AMOUNT: \$1,830,051.00

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CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. Public vouchers (SF 1034) or contractor equivalent shall be submitted to the Administrative Contracting Officer (ACO) set forth on the DD Form 1155, Block 7, prior to payment by the Defense Finance and Accounting Service (DFAS) specified in Block 15. The ACO will approve and forward the approved voucher to the DFAS Paying Office.

b. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

c. The contractor shall identify on each public voucher/invoice: (1) the contract number, (2) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA," and, (3) in the address block, the Tax Identification Number, a point of contact, and the telephone number (See Section J for sample).

d. Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 7, Page 1, Section A, of DD Form 1155. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:		
ORGANIZATION CODE:		
TELEPHONE NUMBERS:		
COMMERCIAL:		
DEFENSE SWITCHED NETWORK (DSN):		
EMAIL:		

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

PRE-CONTRACT COST (\$500,000) CLINs 0001 AND 0002:

Cost required to meet the performance requirements of CLINs 0001 and 0002 that were incurred by the contractor after 7 August 2002, and prior to issuance of this contract basic award will be allowable to the same extent as if incurred after the issuance of this basic award and to the extent that such cost are within the funding allotted to the contract for CLINs 0001 and 0002.

OPTION:

a. The government may require performance of the options which are identified in Section B as Option at the amount set forth therein. The contracting officer may exercise the options by giving notice to the contractor in the form of a unilateral modification to the contract. The parties agree that the options shall be considered to have been exercised, for the purpose of this contract at the time the government distributes the unilateral modification. The period of performance shall be described in Section F, hereof.

b. The Option CLINs 0003 through 0010 of this contract may be exercised at the unilateral option of the government by the contracting officer giving written notice of renewal to the contractor within the corresponding period of performance specified in this contract. The total duration of this contract, including the exercise of options, under this article shall not exceed five (5) years. If the government exercises any option, the contract renewed shall be deemed to include the option provision. Should the government exercise any option (s) hereunder, all contractual terms and conditions shall apply during the option(s) period.

c. Option I (CLINs 0003 and 0004) may be exercised at any time during the period of performance of CLIN 0001.

d. Option II (CLINs 0005 and 0006) may be exercised at any time during the period of performance of CLIN 0001 or Option I.

e. Option III (CLINs 0007 and 0008) may be exercised at any time during the period of performance of CLIN 0001, Option I, or Option II.

f. Option IV (CLINs 0009 and 0010) may be exercised at any time during the period of performance of CLIN 0001, Option I, Option II, or Option III.

TITLE TO EQUIPMENT:

The Active Hyperspectral Sensor System to be engineered, designed, fabricated, or modified under this contract constitutes Special Test Equipment and title to it and its components shall vest in the Government. The contractor shall provide the Contracting Officer with the information required by FAR 52.245-18(b) and obtain the Contracting Officer's approval prior to acquiring or fabricating any item or component for the Active Hyperspectral Sensor System. Equipment in which title will not vest in the Government shall not be incorporated into or attached to the Active Hyperspectral Sensor System without the Contracting Officer's prior written approval.

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command  
ATTN: [REDACTED]  
P. O. Box 1500  
Huntsville, AL 35807-3801

c. The Technical Monitor shall process the request in accordance with SMDC form 614-R.

d. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

#### DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT B - Distribution authorized to U.S. Government agencies only due to proprietary information and/or Arms Export Control Act Information, **(date of determination)**. Other request for this document shall be referred to [REDACTED]

(2) WARNING - This document contains technical data whose export is restricted by 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. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R,

Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Project Engineer:

Name	Office symbol	Phone Number
[REDACTED]	[REDACTED]	[REDACTED]

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

CONTRACT SECURITY CLASSIFICATION:

a. This contract is unclassified and does not contain security requirements or a Contract Security Classification Specification, DD Form 254.

b. In accordance with restrictions required by Executive Order 12470, the Arms Export Control Act (Title 22, USC) (Sec 275), the International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign nationals will be permitted to work on a contract without the express permission of the Contracting Officer.

c. Should the government determine that the technology has developed to a point where the information warrants protection under Executive Order 12958, Classified National Security Information, a DD Form 254 and an

approved classification guide will be issued to the contractor and appropriate steps will be taken under the contract to protect the material.

PATENTS - REPORTING OF SUBJECT INVENTIONS:

a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see <http://www.smdc.army.mil/Contracts/Contracts.html> and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-11, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-3(e), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.

b. The contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.

c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor.

YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	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 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2 Alt II	Audit and Records--Negotiation (Jun 1999) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-11 Alt I	Cost Contract--No Fee Alternate I	APR 1984
52.216-15	Predetermined Indirect Cost Rates	APR 1998
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
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
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999

52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.245-5 Alt I	Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts) Alternate I	JUL 1985
52.245-18	Special Test Equipment	FEB 1993
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
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
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions 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
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	JAN 2000
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

## 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

## 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(es):

[www.arnet.gov](http://www.arnet.gov)

## 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 Defense FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## SECTION J List of Documents, Exhibits and Other Attachments

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J - LIST OF ATTACHMENTS

<u>ATCH/EXH ID</u>	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
Attachment 01	U.S. Army Space and Missile Defense Command, DARPA Office, Technical Requirement No. N069	3 Apr 02	8
Attachment 02	University of Hawaii Statement of Work, "Active Hyperspectral Sensor Research"	30 Nov 01	15
Attachment 03	U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
Attachment 04	Small Business Subcontracting Plan	26 Jun 02	6
Attachment 05	Contractor's Representations and Certifications (Incorporated herein by reference)		
Exhibit A	Contract Data Requirements List (DD Form 1423), Data Item Nos. A001 through E002	27 Jul 01	35