

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DO-A2	PAGE OF PAGES 1   18	
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-05-C-0147-F00008		3. EFFECTIVE DATE 29 Apr 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	6. ADMINISTERED BY (If other than Item 5) DCM INDIANAPOLIS 8899 E 56TH STREET INDIANAPOLIS IN 46249-5701			CODE S1501A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) RAYTHEON COMPANY 1010 PRODUCTION RD FORT WAYNE IN 46808-4106				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 37695		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
11. SHIP TO/MARK FOR  See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			CODE HQ0337	
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 See Schedule				
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>\$6,163,454.00</b>	
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
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			
19B. NAME OF CONTRACTOR				19C. DATE SIGNED		20B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)						20C. DATE SIGNED 29-Apr-2005	
				BY _____ (Signature of Contracting Officer)			

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Battlefield Target Identification Device CPFF Work as set forth in SOO dated 28 March 2005, entitled "Battlefield Target Identification Device (BTID) Unit Procurement Cost Reduction Program"; and the contractor's SOW dated 24 June 2005 incorporated herein by reference in Section J, hereof.				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$5,171,056.00
	ACRN AA				\$3,578,000.00
	ACRN AD				\$1,593,056.00
	ACRN ZY				\$0.00
	ACRN ZZ				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data Requirements CPFF Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, consisting of Line Item Numbers A001 through A00B, incorporated herein and attached as set forth in Section J, hereof.				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Change Order-Revised Sec. 1.2 of SOW CPFF Work as set forth in Raytheon's change order proposal entitled "Miniaturized Communications Equipment Interface Unit (CEIU) Module (MCM)" dated 27 January 2006 which revises SOW Section 1.2; and detailed breakout of MCM tasks dated 17 January 2006, incorporated herein by reference as set forth in Section J. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Change Order as set forth in CLIN 0003 CPFF FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$307,976.00
	ACRN AB CIN: 00000000000000000000000000000000				\$307,976.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Change Order as set forth in CLIN 0003 CPFF FOB: Destination		█		
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	\$684,422.00
	ACRN AC				\$684,422.00
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Data Requirements-Change Order CLIN 0003 CPFF Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, consisting of Line Item Numbers A00D through A00F applicable to CLIN 0003, incorporated herein and attached as set forth in Section J, hereof. FOB: Destination		█		█
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	\$0.00

CLAUSES INCORPORATED BY FULL TEXT

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001 and 0002 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN 0001 and delivers data required by CLIN 0002 and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of CLIN 0001, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of CLIN 0001 under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon successful performance of the effort described in the SOO dated 28 March 2005; NTE proposal dated 5 April 2005 and its Attachment 1; assumptions contained in letter dated 20 April 2005; and the contractor's forthcoming Statement of Work.

c. CLIN 0002 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

## Section F - Deliveries or Performance

POP-REVISED SOW 1.2

The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLIN 0003 within twelve months after the effective date of the contract.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	[REDACTED]	[REDACTED]	N/A FOB: Destination	
0002	[REDACTED]	[REDACTED]	N/A	N/A
0003	[REDACTED]	[REDACTED]	N/A FOB: Destination	
0003AA	[REDACTED]	[REDACTED]	N/A	N/A
0003AB	[REDACTED]	[REDACTED]	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0001 and 0002 within **660 days** after the effective date of the contract, **NLT 17 Feb 2007**.

DELIVERY OF DATA:

a. All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. 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.

b. Acceptance by the Government of all items delivered hereunder shall be at destination.

## Section G - Contract Administration Data

INCREMENTAL FUNDING-REV. SOW

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

## a. CLIN 0003AA:

- |  |               |
|--|---------------|
| (1) Amount Required for Full Funding,<br>Including Fee(s):             | ██████████    |
| (2) Amount Allotted Under the LOF Clause<br>for Payment of Costs:      | ██████████    |
| (3) Amount Separately Obligated for<br>Payment of Fee:                 | ██████████    |
| (4) Total Amount Allotted and Obligated:                               | \$307,976     |
| (5) Net Amount Required for Full Funding:                              | ██████████    |
| (6) Estimated Period of Performance<br>the Allotted Amount Will Cover: | 12 April 2007 |

## b. CLIN 0003AB:

- |  |               |
|--|---------------|
| (1) Amount Required for Full Funding,<br>Including Fee(s):             | ██████████    |
| (2) Amount Allotted Under the LOF Clause<br>for Payment of Costs:      | ██████████    |
| (3) Amount Separately Obligated for<br>Payment of Fee:                 | ██████████    |
| (4) Total Amount Allotted and Obligated:                               | \$684,422     |
| (5) Net Amount Required for Full Funding:                              | ██████████    |
| (6) Estimated Period of Performance<br>the Allotted Amount Will Cover: | 12 April 2007 |

ACCOUNTING AND APPROPRIATION DATA

AA: 215 2040 0000 5D 5D05 P654817 2516 S28043 654817.482.00.12.00 9RZZZZ JOAN: 59R742 MIPR5FASM9R018  
AMOUNT: \$3,578,000.00

AB: 21 6 2040 0000 6 6N 6N7M 633270.K1600 25FB S28043 JDEZZZ MIPR6FSMDJD153 6JD716  
AMOUNT: \$307,976.00  
CIN 00000000000000000000000000000000: \$307,976.00

AC: 21 6 2040 0000 6 6N 6N7M 622120.H1500 25FB S28043 JDEZZZ MIPR6FSMDJD154 6JD715  
AMOUNT: \$684,422.00  
CIN 00000000000000000000000000000000: \$684,422.00

AD: 216 2040 0000 5D 5D05 P654817 2516 S28043 654817.482.00.12.00 9RZZZZ JOAN: 69R742 MIPR6HCID9RP03  
AMOUNT: \$1,593,056.00

ZY: 215 2040 0000 5D 5D05 P654817 2516 654817.482.00.12.00 9RZZZZ JOAN: 59R742 MIPR5FASM9R018  
AMOUNT: \$0.00

ZZ: 215 2040 0000 5D 5D05 P654817 2514 S28043 654817.482.00.12.00 9RZZZZ JOAN: 59R742 MIPR5FASM9R018  
AMOUNT: \$0.00

CLAUSES INCORPORATED BY REFERENCE

252.242-7000	Postaward Conference	DEC 1991
G06LOF	Incremental Funding	APR 1998

CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

d. The contractor shall identify the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" on each voucher.

e. 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.

f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F hereof.

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

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:	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	[REDACTED]	[REDACTED]
TELEPHONE NUMBERS: COMMERCIAL:	[REDACTED]	[REDACTED]
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	[REDACTED]
EMAIL:	[REDACTED]	[REDACTED]

## Section H - Special Contract Requirements

ORDER OF PRECEDENCE

In the event of conflict between the Contractor's Statement of Work dated 24 June 2005, and the Government's Statement of Objectives dated 28 March 2005, the Contractor's Statement of Work shall control.

## CLAUSES INCORPORATED BY FULL TEXT

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:

[REDACTED] Public Affairs Office [REDACTED]  
Fort Monmouth, New Jersey, 07703-5000  
[REDACTED]

c. 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 contract)**. 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.

MINIMUM INSURANCE LIABILITY: Pursuant to the requirements of the contract clause 52.228-7, "Insurance – Liability to Third Persons," the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

- a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.
- b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.
- c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

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 52.227-12, 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	JUL 2004
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 2003
52.204-2	Security Requirements	AUG 1996
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	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
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
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	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
52.222-37	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
52.227-1 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
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 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	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
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	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
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

CLAUSES INCORPORATED BY FULL TEXT

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)

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## CLAUSES INCORPORATED BY FULL TEXT

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

<u>ATT/EXH ID</u>	<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Attachment 01:	Statement of Objectives, “Battlefield Target Identification Device (BTID) Unit Procurement Cost Reduction Program” incorporated herein by reference.	28 March 2005	15
Attachment 02:	Reserved		
Attachment 03:	Reserved		
Attachment 04:	Reserved		
Attachment 05:	Contractor’s Statement of Work, incorporated herein by reference	24 June 2005	11
Attachment 06:	DD Form 254, Contract Security Classification Specification, incorporated herein by reference.	10 March 2005	2
Attachment 07:	Contractor’s Representations and Certifications, incorporated herein by reference.	4 April 2005	18
Attachment 08:	Contractor’s Change Order Proposal “Miniaturized Communications Equipment Interface Unit (CEIU) Module (MCM)” incorporated herein by reference.	27 January 2006	6
Attachment 09:	Contractor’s detailed breakout of tasks entitled “CID Miniaturization Effort WBS/Dictionary” incorporated herein by reference.	17 January 2006	1
Exhibit A:	DD Form 1423, Contract Data Requirements List (CDRL), Exhibit A, Line Item Nos. A001-A00C.	Undated	12
Attachment 10:	U.S. Army Communications-Electronics Life Cycle Management Command Security Classification Guide for Battlefield Target Identification Device, incorporated herein by reference.	19 May 2006	20
Exhibit A:	DD Form 1423, Contract Data Requirements	22 September 2006	

List (CDRL), Exhibit A, Line Item Nos. A00D-A00F.