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|---|--|--|---|---------------|--------------------|--------------|
| AWARD/CONTRACT | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA4 | Page 1 | Of 38 | Pages |
| 2. Contract (Proc. Inst. Ident.) No. W56HZV-13-C-0053 | | 3. Effective Date 2013FEB21 | 4. Requisition/Purchase Request/Project No. SEE SCHEDULE | | | |
| 5. Issued By U.S. ARMY CONTRACTING COMMAND STEPHANIE DICKINSON WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL | | Code W56HZV | 6. Administered By (If Other Than Item 5) DCMA SOLDIER SYSTEMS AND CAP - PHOENIX TWO RENAISSANCE SQUARE 40 NORTH CENTRAL AVE, SUITE 400 PHOENIX AZ 85004-4424 | | Code S0302A | |

e-mail address: STEPHANIE.DICKINSON1@US.ARMY.MIL

| | | | |
|---|--|---|--|
| 7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MATERIALS & ELECTROCHEMICAL RESEARCH CORP. 7960 S KOLB RD TUCSON, AZ 85756-9237 | | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) | |
| | | 9. Discount For Prompt Payment | |
| Code 49404 | | 10. Submit Invoices (4 Copies Unless Otherwise Specified) | |
| Facility Code | | Item 12 | |
| | | To The Address Shown In: | |

| | | | | | |
|---|--|-------------|---|--|--------------------|
| 11. Ship To/Mark For SEE SCHEDULE | | Code | 12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381 | | Code HQ0339 |
|---|--|-------------|---|--|--------------------|

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|--|-------------------------------|---|------------------|------------------------|--------------------|
| 13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | 14. Accounting And Appropriation Data SEE SECTION G | | | |
| 15A. Item No. | 15B. Supplies/Services | 15C. Quantity | 15D. Unit | 15E. Unit Price | 15F. Amount |
| SEE SCHEDULE | | | | | |
| 15G. Total Amount Of Contract → | | | | | \$307,798.86 |

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

| | |
|--|--|
| 17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) |
|--|--|

| | | | |
|--|-------------------------|--|--------------------------------------|
| 19A. Name And Title Of Signer (Type Or Print) | | 20A. Name Of Contracting Officer JOHN M. HOPFNER JOHN.HOPFNER@US.ARMY.MIL (586)282-7359 | |
| 19B. Name of Contractor | 19c. Date Signed | 20B. United States Of America | 20C. Date Signed 2013FEB21 |
| By _____ (Signature of person authorized to sign) | | By _____ /SIGNED/ (Signature of Contracting Officer) | |

| | | |
|---------------------------|--|---------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 2 of 38 |
| | PIIN/SIIN W56HZV-13-C-0053 MOD/AMD | |

Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: STEPHANIE DICKINSON
 Buyer Office Symbol/Telephone Number: CCTA-AHL-B/(586)282-8116
 Type of Contract: Cost-Plus-Fixed-Fee
 Kind of Contract: Research and Development Contracts
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: C
 Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--|-------------|
| A-1 52.201-4000 | ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON | APR/2011 |

Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | |
|---------------|---|----------|------------|---------------|-----------------|-----|---|--|-------------|--|-------------|---|----|--|---------------|
| 0001 | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>12.2 PHASE II SBIR</p> <p>The contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C - Description/Specification/Work Statement.</p> <p>Est. Cost: \$679,185.10 Fixed Fee: \$40,751.11 Total Amount: \$719,936.21</p> <p>Note that this contract is incrementally funded: the entire contract amount is not being obligated on the award date. Refer to clause B.2 (FUNDING) later in Section B for the funding schedule.</p> <p>(End of narrative B001)</p> | | | | | | | | | | | | | | |
| 0001AA | <p><u>SERVICE LINE ITEM</u></p> <p>GENERIC NAME DESCRIPTION: 12.2 PHASE II SBIR PRON: R322C207R3 PRON AMD: 01 ACRN: AA AMS CD: 665502M40</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>22-FEB-2014</td> </tr> </table> <p>\$ 307,798.86</p> | DLVR SCH | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | 001 | 1 | | <u>DATE</u> | | 22-FEB-2014 | 1 | LO | | \$ 307,798.86 |
| DLVR SCH | PERF COMPL | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | | | | | | | | | | | | | | |
| 001 | 1 | | | | | | | | | | | | | | |
| | <u>DATE</u> | | | | | | | | | | | | | | |
| | 22-FEB-2014 | | | | | | | | | | | | | | |
| 0002 | <p><u>DATA ITEM: CDRL (DD FORM 1423) EXHIBIT A</u></p> <p>GENERIC NAME DESCRIPTION: CDRL (DD FORM 1423) EXHIBIT A</p> <p>Technical Data as set forth in Contract Data Requirements List (CDRL) DD Form 1423, herein after referred to as Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> | 2 | LO | \$ ** NSP ** | \$ ** NSP ** | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|-------------------------|
| 0003 | <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>DATA ITEM: CONTRACTOR MANPOWER REPORTING</u></p> <p>GENERIC NAME DESCRIPTION: CONTRACTOR MANPOWER REPORTING</p> <p>The contract shall provide the information required by the Contract Clause entitled CONTRACTOR MANPOWER REPORTING (CMR), TACOM clause 52.237-4000, in Section C-1.</p> <p>Unit Identification Code (UIC): W4GHAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> | 2 | LO | \$ <u> ** NSP **</u> | \$ <u> ** NSP **</u> |
| 0004 | <p><u>DATA ITEM: DD FORM 882 REPORT OF INVENTIONS</u></p> <p>GENERIC NAME DESCRIPTION: DD FORM 882 REPORT OF INVENT.</p> <p>The contractor shall submit a Report of Inventions and Subcontracts, DD Form 882, within three (3) months after contract completion in accordance with Section I DFARS clause 252.227-7039. A copy of the form can be obtained at:</p> <p>http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> | 2 | LO | \$ <u> ** NSP **</u> | \$ <u> ** NSP **</u> |

| | | |
|--|---|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-C-0053 MOD/AMD | Page 5 of 38 |
| Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP. | | |

B.1 ESTIMATED COST & PAYMENT

B.1.1 The estimated cost for performance of the work required under this contract is stated in Section B under CLIN 0001, which shall constitute the estimated cost for the purpose of the Contract Clause entitled LIMITATION OF FUNDS, FAR 52.232-22.

Est. Cost: \$679,185.10
Fixed Fee: \$40,751.11
Total Amount: \$719,936.21

B.1.2 The contractor will be paid for the fixed fee stated in Section B under CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

B.1.4 The contractor may submit public vouchers for payment under this contract in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

B.1.5 The fee will be payable at the time of reimbursement of cost in the same proportion to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.2 FUNDING

B.2.1. The Government will provide funds under this contract covering the estimated cost and fee on an incremental basis, as provided for in the funding schedule below and pursuant to the following Contract Clauses:

LIMITATION OF FUNDS, FAR 52.232-22

LIMITATION OF GOVERNMENT'S OBLIGATION, DFARS 252.232-7007

It is estimated that the incremental amounts are sufficient for the performance of work in each of the cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.2.2 Funding Schedule:

| <u>Performance Period</u> | <u>Amount</u> |
|--|---------------------|
| Date of contract award through twelve (12) months after date of contract award | \$307,798.86 |
| Twelve (12) months and one (1) day after date of contract award through completion | <u>\$412,137.35</u> |
| Total | \$719,936.21 |

B.3 Funds Allotted: The amount of funds currently allotted to this contract is \$307,798.86.

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MOD/AMD

Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| C-1 | 52.204-4003 (TACOM) | START OF WORK MEETING | MAY/2000 |

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within thirty (30) days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

| | | | |
|-----|------------------------|-------------------------------------|----------|
| C-2 | 52.237-4000 (TACOM) | CONTRACTOR MANPOWER REPORTING (CMR) | FEB/2007 |
|-----|------------------------|-------------------------------------|----------|

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

STATEMENT OF WORK

C.1. Scope of Work

C.1.1 The Contractor, acting as an independent contractor and not as an agent of the government, shall provide the necessary personnel, facilities, materials and services to complete the effort this Phase II Small Business Innovation Research (SBIR) Program, to continue the development and manufacturing of the low cost transparent spinel windows initiated

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in Phase I under contract W56HZV-11-C-0150.

C.2. Background

C.2.1 Transparent Armor (TA) is required for a vehicles crew to achieve and maintain maximum situational awareness (SA). The development of new transparent armor solutions that provide significant weight reductions will allow improved performance of current vehicles by, potentially 1) reducing weight while keeping the same viewing area; or 2) increasing viewing area and situational awareness due to reduction of the tunnel vision effect by reducing armor thickness or providing dimensionally larger windows within the same weight constraint. Currently, lightweight transparent armor solutions are shown to save 50% weight over the normal solution, but at a cost 7 times higher.

C.3. Tasks

C.3.1 The Contractor shall produce a low-cost TA solution that has 50% weight savings at no more than three (3) times the cost of the standard 2.5 inch thick TA solution in subparagraph (a) immediately below, meeting the Automotive Tank Purchase Description (ATPD) 2352R 2B standard. (a) The low-cost TA solution does not have to be the standard 2.5 inches thick. However, the current 2.5 inch thick TA solution that meets the ATPD 2352R 2B standard is estimated at about 28 lb/ft² and \$2 per square inch. (b) The current TA is estimated at about 52 lb/ft² and \$18 per square inch on a 4 inch thick window meeting ATPD 2352R 3A standard.)

C.3.2 The Contractor shall show the ability to produce a low-cost TA solution up to 800 square inches, meeting both the ATPD 2352R 2B and 3A standards. The discussion and results of this shall be in the final report.

C.3.3 The Contractor shall prove through physical verification their ability to manufacture a low-cost TA solution for potential application to an array of military construction equipment and transport vehicles at a cost no more than three times the standard layered glass solutions identified in C.3.1(a) and C.3.1(b) above. The low-cost TA solution shall meet all protection levels addressed in the ATPD 2352R. Physical verification shall consist of producing the low-cost TA solution on a small scale for protection level 2B and using these findings to theoretically project production of the low-cost TA solution on a larger scale (up to 800 square inches) for protection level 3A. The discussion and results of this physical verification and resulting projections shall be included in the final report.

C.3.4 In accordance with section C.5.5, the contractor shall submit 2 coupons of the low-cost TA solution, to the Government at the completion of contractor testing, in the size and meeting the level of protection identified in ATPD 2352R 2B. These TA coupons shall be the final configuration of the low-cost TA solution created during this Phase II contract.

C.3.5 Monthly Progress Reports:

C.3.5.1 Progress reports shall be submitted monthly in accordance with CDRL A001, and include any significant technical findings, progress from previous month, an updated schedule showing work performed and work to be completed, and a budget section showing money spent, money left to spend and money needed to complete the project.

C.3.5.2 Each monthly progress report shall include a Performance and Cost Report in accordance with CDRL A004.

C.3.5.3 The first progress report shall be submitted to the COR 60 days after the kick-off meeting.

C.3.6 Draft and Final Technical Report. At the end of contract performance the contractor shall prepare and submit a draft and final technical report in accordance with CDRL A003. The Technical Report shall address the following:

- a. Weight and thickness: The contractor shall submit (i) the most current weight of the low-cost TA solution in lb/ft² and (ii) the thickness in inches. The low-cost TA solution shall meet the 2B protection-level standard stated in ATPD 2352R. The weight of the low-cost TA solution meeting the ATPD 2352R 3A protection level, shall also be estimated using the results from the TA meeting the 3B standard.
- b. Clarity: The clarity of the low-cost TA solution shall be addressed in terms of haze, luminous transmittance, and Night Vision Goggles (NVG) light transmission/clarity as defined in the ATPD 2352R. This section of the report shall discuss, at a minimum, the clarity of the individual material(s) being developed as well as the low-cost TA solution as a whole after additional materials and adhesives are added
- c. Scalability: The ability for this low-cost TA solution to be produced on a large enough scale to support larger programs such as Mine-resistant ambush-protected (MRAP) All Terrain Vehicle (MATV) shall be addressed. This section of the report shall discuss, at a minimum, the manufacturability of the individual material(s) being developed as well as the armor solution as a whole after additional materials and adhesives are added.
- d. Environmental Suitability: The environmental suitability shall be addressed in terms of solar degradation, abrasion resistance, temperature extremes, humidity, temperature shock, cleaning spray and chemicals as defined in ATPD 2352R. This section of the report shall discuss this subject, at a minimum, for the armor solution as a whole after additional materials and adhesives are added.
- e. Testing: Ballistic testing done by the Contractor on the low-cost TA solution shall be addressed. Specific projectile velocities shall be left out of the report. The low-cost TA solution shall be evaluated based on the ATPD 2352R, protection level 2B.
- f. Cost: The contractor shall submit the cost of the low-cost TA solution in dollars per inches

Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

squared and describe the constituent manufacturing and material costs that are involved in achieving this total. This section of the report shall discuss at a minimum the cost of the individual material(s) being developed as well as the armor solution as a whole after additional materials and adhesives are added.

C.3.7 Draft and Final Research and Development (R&D) Project Summary. At the end of contract performance the contractor shall prepare and submit a draft and final R&D Project Summary in accordance with CDRL A002.

C.4. Meetings

C.4.1 Kick-Off Meeting: The Contractor shall plan and conduct a kick-off meeting at their facility or via teleconference within thirty (30) days of contract award. The contractor shall coordinate this meeting with the Contracting Officers Representative (COR). At the meeting, the Contractor shall explain its intended approach for accomplishing the Contract Statement of Work (SOW).

C.4.2 At the end of the project, less than 30 days after the draft final report has been submitted, a teleconference will be held. The contractor will discuss the results of contract performance, which will include but is not limited to weight and cost saving, and its path forward for the commercialization of the low-cost TA solution.

C.5. Deliverables

C.5.1 Progress Reports: In accordance with Exhibit A, Contract Data Requirements List (CDRL) A001, the contractor shall submit progress reports to the COR.

C.5.2 Research and Development (R&D) Project Summary: In accordance with CDRL Item No. A002, the contractor shall prepare and submit the Research and Development (R&D) project summary.

C.5.3 Draft/Final Technical Report: In accordance with CDRL A003, the contractor shall prepare and submit draft and final scientific and technical reports.

C.5.4 Performance and Cost Report: In accordance with CDRL, A004, the contractor shall prepare a Performance and Cost Report to be included in the monthly reports.

C.5.5 Hardware: In accordance with Section C.3.4, the contract shall submit 2 coupons of its low-cost TA solution meeting the ATDP 2352R 2B standard .

C.6. Manpower Reporting

C.6.1 The contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the U.S. Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the Army CMR site, which you can access by clicking on the "Department of Army CMRA" link from the following gateway web address: <http://www.ecmra.mil/>

C.6.2 Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the Army CMR help desk, which can be contacted using the "Send an email" link on the right side of the sign-in screen at the Army CMR site.

C.6.3 Additional information can be found in the clause in this contract entitled CONTRACTOR MANPOWER REPORTING (52.237-4000).

*** END OF NARRATIVE C0001 ***

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|---------------------------|---|----------------------------|
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Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

SECTION D - PACKAGING AND MARKING

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------------------------------|--|-------------|
| D-1 52.247-4016 (TACOM) | HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS | AUG/2005 |

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

D.1 PACKAGING & PACKING

D.1.1 The contractor shall package and pack all items deliverable under this contract in accordance with standard commercial practice to ensure arrival at destination without damage or loss.

D.2 MARKING

D.2.1 Technical Data Marking: The contractor shall ensure that all technical data, deliverable under this contract, is identified by (1) CONTRACT NUMBER; (2) CONTRACTOR NAME AND ADDRESS; and, where applicable (3) THE NAME AND ADDRESS OF THE SUBCONTRACTOR WHO GENERATED THE DATA.

D.2.2 Materials and Hardware Marking: The contractor shall mark or tag all materials and hardware required to be delivered (if any) under this contract with the following information:

1. TACOM CONTRACT NUMBER
2. CONTRACTOR'S NAME
3. CONTRACTOR'S ADDRESS
4. A DESCRIPTION OF MATERIAL/HARDWARE:

*** END OF NARRATIVE D0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 38****PIIN/SIIN** W56HZV-13-C-0053**MOD/AMD****Name of Offeror or Contractor:** MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

SECTION E - INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| E-1 | 52.246-8 | INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT | MAY/2001 |
| E-2 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |
| E-3 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |

E.1 INSPECTION & ACCEPTANCE POINT

E.1.1 Inspection and acceptance of all deliverables under this contract shall be made at DESTINATION by the Contracting Officer or his duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR), to assure the work and the results thereof are in accordance with the terms of the contract.

*** END OF NARRATIVE E0001 ***

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

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Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-15 | STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984) | APR/1984 |
| F-2 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-3 | 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003 |
| F-4 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011) | DEC/2011 |
| F-5 | 252.211-7007 | REPORTING OF GOVERNMENT-FURNISHED PROPERTY | AUG/2012 |

F.1 PERIOD OF PERFORMANCE

F.1.1 All effort required under this contract, including delivery of the final technical report, shall be completed within twenty-four (24) months after contract award date.

F.1.2 If there is any conflict between Section B and Section F of this contract, Section F will prevail.

F.2 DATA DELIVERABLES

F.2.1 Delivery of data set forth in the contract shall be in accordance with the Contract Data Requirements List, DD Form 1423.

F.3 MATERIAL/HARDWARE DELIVERABLES

F.3.1 All materials/hardware required to be delivered under the contract shall be delivered FOB Destination to the following address:

US Army TARDEC
ATTN: Neil Kasper, RDTE-SIE-ES-FPT-CEMHE, Mail Stop 21
6501 E. 11 Mile Rd.
Warren, MI 48397-5000

*** END OF NARRATIVE F0001 ***

Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u> | OBLG <u>STAT</u> | JO NO/ <u>ACCT ASSIGN</u> | <u>ACRN</u> | OBLIGATED <u>AMOUNT</u> |
|--------|---|---------------------|------------------------------|-------------|----------------------------|
| 0001AA | R322C207R3 665502M40 | 2 | R.0004223.1.5 | AA | \$ 307,798.86 |
| TOTAL | | | | | \$ 307,798.86 |

| <u>ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | OBLIGATED <u>AMOUNT</u> |
|-------------|--|----------------------------|
| AA | 021 201220132040 A60FL 665502M40RL03 2550 L032596552 R.0004223.1.5 | 021001 \$ 307,798.86 |
| TOTAL | | \$ 307,798.86 |

| LINE <u>ITEM</u> | <u>ACRN</u> | <u>EDI/SFIS ACCOUNTING CLASSIFICATION</u> | OBLIGATED <u>AMOUNT</u> |
|---------------------|-------------|--|----------------------------|
| 0001AA | AA | 021 201220132040 A60FL 665502M40RL03 2550 L032596552 R.0004223.1.5 | 021001 |

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|----------------|-------------|
| G-1 52.242-4016 | COMMUNICATIONS | MAY/2000 |

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer's Representative (COR). Communications for the Technical Representative shall be addressed to:

Name: Neil Kasper
E-mail: neil.j.kasper.civ@mail.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Gus Lietzau
E-mail: gus.Lietzau@dcma.mil

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

| | | | |
|-----|------------------------|------------------------|----------|
| G-2 | 52.227-4004 (TACOM) | RELEASE OF INFORMATION | OCT/2003 |
|-----|------------------------|------------------------|----------|

The contractor shall ensure that he complies with the requirements of Chapter 5, page 24, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 25 May 2011, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

http://www.apd.army.mil/pdf/files/R360_1.pdf

[End of Clause]

G.1 CONTRACTOR SPECIAL BILLING INSTRUCTIONS:

G.1.1 The contractor must submit cost vouchers, along with corresponding backup data and information, for payment under this contract.

G.1.2 The contractor must notify the cognizant DCAA office whenever an interim voucher is placed into WAWF for processing and payment. This notification is to ensure timely processing and payment for the voucher. DCAA needs to review the interim voucher and approve.

G.1.3 The contractor must notify the Administrative Contracting Officer (ACO) by e-mail whenever a final voucher is placed into WAWF for processing and payment. This notification is to ensure timely processing and payment for the voucher. The ACO needs to review the final voucher and approve.

| | | |
|--|--|----------------------|
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| Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP. | | |

G.1.4 For further billing instructions, see DFARS clause 252.232-7006, Wide Area WorkFlow Payment Instructions, and DFARS clause 252.232-7003, Electronic Submission of Payment Requests.

*** END OF NARRATIVE G0001 ***

| | | |
|---------------------------|---|----------------------|
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Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--|-------------|
| H-1 52.204-4005 | REQUIRED USE OF ELECTRONIC CONTRACTING | AUG/2012 |

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

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
 Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
 Red River Army Depot: <https://acquisition.army.mil/asfi/>
 Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

SPECIAL PROVISIONS

H.1 SERVICES TO BE PERFORMED: Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

H.2 GOVERNMENT-FURNISHED PROPERTY

H.2.1 The Government may furnish, from time to time, such items of Government-owned property as deemed necessary to assist the contractor in the performance of the contract requirements.

H.2.2 Upon completion of the contract, or in the event of the termination of the contract, either partial or complete, all Government-owned property, including both property furnished to the contractor and property acquired by the contractor for the account of the Government, which will have become surplus or excess to any remaining contract requirements, shall be reported immediately by the contractor to the Contracting Officer at the US Army Contracting Command, TACOM Contracting Center, ATTN: CCTA-ASG-A, Warren, MI 48397-

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5000 for redistribution, shipping instructions, release for disposal, or other actions.

H.2.3 Specific Government-Furnished Property to be provided is/are as follows:

| <u>Item</u> | <u>Quantity</u> | <u>Serial No./NSN</u> | <u>Acquisition Value</u> |
|-------------|-----------------|-----------------------|--------------------------|
| NONE | | | |

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | JAN/2012 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP/2006 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | OCT/2010 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT/2010 |
| I-9 | 52.204-2 | SECURITY REQUIREMENTS | AUG/1996 |
| I-10 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY/2011 |
| I-11 | 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | AUG/2012 |
| I-12 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC/2010 |
| I-13 | 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | FEB/2012 |
| I-14 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-15 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| I-16 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATIONS | OCT/2010 |
| I-17 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-18 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA | AUG/2011 |
| I-19 | 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT/2010 |
| I-20 | 52.215-14 | INTEGRITY OF UNIT PRICES | OCT/2010 |
| I-21 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT/2010 |
| I-22 | 52.215-17 | WAIVER OF FACILITIES CAPITAL COST OF MONEY | OCT/1997 |
| I-23 | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL/2005 |
| I-24 | 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES | OCT/2009 |
| I-25 | 52.216-8 | FIXED FEE | JUN/2011 |
| I-26 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | NOV/2011 |
| I-27 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | JAN/2011 |
| I-28 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | NOV/2011 |
| I-29 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-30 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | MAR/2012 |
| I-31 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | OCT/2010 |
| I-32 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-33 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-34 | 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | SEP/2010 |
| I-35 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT/2010 |
| I-36 | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | SEP/2010 |
| I-37 | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC/2010 |
| I-38 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB/2009 |
| I-39 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | JUL/2012 |
| I-40 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-41 | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG/2011 |
| I-42 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2008 |
| I-43 | 52.227-1 | AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-44 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC/2007 |
| I-45 | 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR/1996 |
| I-46 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| I-47 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-48 | 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR/1984 |
| I-49 | 52.232-17 | INTEREST | OCT/2010 |
| I-50 | 52.232-22 | LIMITATION OF FUNDS | APR/1984 |
| I-51 | 52.232-23 | ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-52 | 52.232-25 | PROMPT PAYMENT | OCT/2008 |
| I-53 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-54 | 52.233-1 | DISPUTES | JUL/2002 |
| I-55 | 52.233-3 | PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985) | JUN/1985 |
| I-56 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-57 | 52.242-1 | NOTICE OF INTENT OF DISALLOW COSTS | APR/1984 |

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|-------|------------------------|---|-------------|
| I-58 | 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY/2001 |
| I-59 | 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN/1997 |
| I-60 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-61 | 52.243-2 | CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984) | APR/1984 |
| I-62 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-63 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | DEC/2010 |
| I-64 | 52.245-1 | GOVERNMENT PROPERTY | APR/2012 |
| I-65 | 52.245-9 | USE AND CHARGES | APR/2012 |
| I-66 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-67 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-68 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| I-69 | 52.249-6 | TERMINATION (COST REIMBURSEMENT) | MAY/2004 |
| I-70 | 52.249-14 | EXCUSABLE DELAYS | APR/1984 |
| I-71 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-72 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
| I-73 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | SEP/2011 |
| I-74 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | DEC/2008 |
| I-75 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | JAN/2009 |
| I-76 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| I-77 | 252.204-7002 | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED | DEC/1991 |
| I-78 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-79 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| I-80 | 252.204-7008 | EXPORT-CONTROLLED ITEMS | APR/2010 |
| I-81 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-82 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | DEC/2006 |
| I-83 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-84 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | FEB/2012 |
| I-85 | 252.223-7008 | PROHIBITION OF HEXAVALENT CHROMIUM | MAY/2011 |
| I-86 | 252.225-7001 | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM | JUN/2012 |
| I-87 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | JUN/2012 |
| I-88 | 252.225-7006 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | OCT/2010 |
| I-89 | 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS | JUN/2012 |
| I-90 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | JUN/2012 |
| I-91 | 252.225-7013 | DUTY-FREE ENTRY | JUN/2012 |
| I-92 | 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS | JUN/2005 |
| I-93 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | JUN/2011 |
| I-94 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS | DEC/2009 |
| I-95 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-96 | 252.227-7013 | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS | FEB/2012 |
| I-97 | 252.227-7014 | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION | FEB/2012 |
| I-98 | 252.227-7015 | TECHNICAL DATA--COMMERCIAL ITEMS | DEC/2011 |
| I-99 | 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION | JAN/2011 |
| I-100 | 252.227-7018 | RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM | MAR/2011 |
| I-101 | 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE | SEP/2011 |
| I-102 | 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS | MAR/2011 |
| I-103 | 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE | APR/1988 |
| I-104 | 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT | MAR/2000 |
| I-105 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA | JUN/2012 |
| I-106 | 252.227-7039 | PATENTS--REPORTING OF SUBJECT INVENTIONS | APR/1990 |
| I-107 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-108 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | JUN/2012 |
| I-109 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| I-110 | 252.235-7011 | FINAL SCIENTIFIC OR TECHNICAL REPORT | NOV/2004 |
| I-111 | 252.237-7010 | PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL | NOV/2010 |
| I-112 | 252.242-7006 | ACCOUNTING SYSTEM ADMINISTRATION | FEB/2012 |

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|-------|------------------------|---|-------------|
| I-113 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-114 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-115 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) | JUN/2012 |
| I-116 | 252.245-7001 | TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY | APR/2012 |
| I-117 | 252.245-7002 | REPORTING LOSS OF GOVERNMENT PROPERTY | APR/2012 |
| I-118 | 252.245-7003 | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION | APR/2012 |
| I-119 | 252.245-7004 | REPORTING, REUTILIZATION, AND DISPOSAL | APR/2012 |
| I-120 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2008 |
| I-121 | 252.246-7001 | WARRANTY OF DATA | DEC/1991 |
| I-122 | 252.246-7003 | NOTIFICATION OF POTENTIAL SAFETY ISSUES | JAN/2007 |
| I-123 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
| I-124 | 252.247-7024 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000 |
| I-125 | 52.216-7 | ALLOWABLE COST AND PAYMENT | JUN/2011 |

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

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(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

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(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

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(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release

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date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-126 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-127 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR DEC/2007

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

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Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

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(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants,

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and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. N/A

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I-128

52.243-7

NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, three (3) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently

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

(d) Government response. The Contracting Officer shall promptly, within seven (7) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

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

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

(End of Clause)

I-129 52.244-2 SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this

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clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: Anything other than those listed in paragraph (j) of this clause.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

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- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: (Buyer, Insert the names of the negotiated subcontractors)

I-130 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS JUN/2012
(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

- (1) Have a designated electronic business point of contact in the Central Contractor Registration at ://www.acquisition.gov; and
- (2) Be registered to use WAWF at ://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at ://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) Document type. The Contractor shall use the following document type(s).
 - Cost Voucher
- (2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
 - Destination/Destination
- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------|---|
| Pay Official DoDAAC | Indicate the Code found in Block 12 of SF 26 (Cover Page of Contract) |

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Issue By DoDAAC Indicate the Code found in Block 5 of SF 26

Admin DoDAAC Indicate the Code found in Block 6 of SF 26

Ship To Code Indicate Code W91ATL

Service Approver (DoDAAC) Indicate the Code found in Block 6 of SF 26

Service Acceptor (DoDAAC) Indicate the Code found in Block 6 of SF 26

DCAA Auditor DoDAAC HAA030

Your firms CAGE code Indicate the Code found in Block 7 of SF 26

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

- Contract Specialist email located in block 5 of SF 26
- Contracting Officer's Representative (COR) email located in Section G
- Administrating Contracting Officer's Representative (ACO) email located in Section G

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

- Administrating Contracting Officer's Representative (ACO) email located in Section G

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

I-131 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) -- ALTERNATE I (MAY MAY/2006
2006)

(a) Contract line item 0001 is incrementally funded. The sum of \$XXX,XXX is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Governments convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractors best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractors notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled Termination for Convenience of the Government.

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(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled Disputes.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the funding schedule in Section B of this contract.

(End of clause)

I-132 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the the United States Army under Contract No. W56HZV-13-C-0053.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the United States Army.

(End of clause)

I-133 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION 2012-00015) AUG/2012
 (DEV 2012-
 00015)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code means--

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes--

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number--

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

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(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to--

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866 -606-8220, or 334-206-7828 for international calls.

(End of Clause)

I-134

52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

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52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at [://www.sba.gov/content/table-small-business-size-standards](http://www.sba.gov/content/table-small-business-size-standards)

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

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By signature of contract number W56HZV-13-C-0053, The Contractor represents that it [X] is, [] is not a small business concern under NAICS Code 541712 assigned to contract number W56HZV-13-C-0053.

(End of clause)

I-136 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material | Identification No. |
|------------------------|--------------------|
| (If none, insert None) | |
| <u>NONE</u> | |
| _____ | |
| _____ | |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

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

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

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

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

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

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

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

(End of Clause)

I-137 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

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

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

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

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

Warning

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

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

(End of Clause)

I-138 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV AUG/2012
(DEV 2012- 2012-00014)
00014)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I-139 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or
<http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-140 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

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I-141 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

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

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

| | |
|----------------------------------|-------|
| MATERIAL (If None, Insert None.) | ACT |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

(End of clause)

I-142 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

I-143 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

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

[End of Clause]

The clauses below are incorporated by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at the following web address:

<http://farsite.hill.af.mil/VFFARA.HTM>

| <u>Regulatory Cite</u> | <u>Title</u> |
|--------------------------|--|
| 252.227-7017 JUN/1995 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS |
| 252.227-7028 JUN/1995 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT |

*** END OF NARRATIVE I0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 38 of 38**

PIIN/SIIN W56HZV-13-C-0053

MOD/AMD

Name of Offeror or Contractor: MATERIALS & ELECTROCHEMICAL RESEARCH CORP.

SECTION J - LIST OF ATTACHMENTS

| <u>List of</u> <u>Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number</u> <u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|------------------------------------|-------------|----------------------------------|-----------------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST | 12-FEB-2013 | | |
| Attachment 0001 | INSTRUCTIONS FOR COMPLETING SF 298 | 12-FEB-2013 | | |

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002
B. EXHIBIT : A
C. CATEGORY.....: Reports
D. SYSTEM/ITEM.....: Lightweight Ballistic Glass
E. CONTRACT/PR NO.: W56HZV-13-C-0053
F. CONTRACTOR.....: Materials & Electrochemical Research Corp.

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM: Contractor's Progress Status and Management Report
3. SUBTITLE: Monthly Reports
4. AUTHORITY: DI-MGMT-80227(T) (see 16a. below)
5. CONTRACT REFERENCE: C.2.1
6. REQUIRING OFFICE...: AMSRD-RDTA-DP-MSE/CE
7. WAWF/DD250 REQ\ '85 . : LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: DISTRIBUTION STATEMENT E. Distribution authorized to the Department of Defense only due to proprietary nature. Other request shall be referred to RDTE-SIE-ES-FPT-CEMHE.
10. FREQUENCY : Monthly
11. AS OF DATE: Date of Award
12. DATE OF FIRST SUB: 60 DAC
13. DATE OF SUBS. SUB:

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Neil Kasper, CONTRACTING OFFICER'S REPRESENTATIVE, neil.kasper@us.army.mil:
Stephanie Dickinson, CONTRACT SPECIALIST, E-MAIL: stephanie.r.dickinson4.civ@US.ARMY.MIL

15. TOTAL:

16. REMARKS:

a. DI-MGMT-80227 is tailored by deleting 10.2, 10.3(j) 10.3(k), and 10.3(l)

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A002
2. TITLE OF DATA ITEM: Research and Development (R&D) Project Summary
3. SUBTITLE:
4. AUTHORITY: DI-MISC-81612A
5. CONTRACT REFERENCE: C.2.2
6. REQUIRING OFFICE .: AMSRD-RDTA-DP-MSE/CE
7. WAWF/DD250 REQ .. : DD
8. APP CODE: A
9. DIST. STATEMENT REQUIRED: DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.
10. FREQUENCY: SEE ITEM 16
11. AS OF DATE: Date of Award
12. DATE OF FIRST SUB: SEE ITEM 16
13. DATE OF SUBS. SUB: SEE ITEM 16

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Neil Kasper, CONTRACTING OFFICER'S REPRESENTATIVE, neil.kasper@us.army.mil:
Stephanie Dickinson, CONTRACT SPECIALIST, E-MAIL: stephanie.r.dickinson4.civ@US.ARMY.MIL

COGNIZANT ACO, DCMA, SEE SECTION G OF THE CONTRACT

15. TOTAL:

16. REMARKS:

The contractor must submit a publicly releasable SBIR Phase II R&D Project Summary at the end of contract. The summary is an unclassified, non-sensitive, and non-proprietary summation of results that is intended for public viewing on the Army SBIR / STTR Small Business Portal. It should address the Data Item requirements on a summary basis and must not exceed 700 words.

Since the Department of Defense (DOD) will be publishing the summary, it must not contain any proprietary, classified, or ITAR restricted data. The summary must be submitted electronically and be in HTML format.

The Contractor shall deliver one (1) draft "SBIR Phase II R&D Project Summary" twenty-three (23) months after contract award. The COR shall review the draft report and return it to the Contractor within fifteen (15) days of receipt with comments. The Contractor shall submit one (1) final "SBIR Phase II R&D Project Summary" within fifteen (15) days after receipt of draft comments (24 months after contract award).

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM: SCIENTIFIC AND TECHNICAL REPORT
3. SUBTITLE: DRAFT/FINAL TECHNICAL REPORT

4. AUTHORITY: DI-MISC-80711A(T) (see 16a. below)
5. CONTRACT REFERENCE: C.3
6. REQUIRING OFFICE .: AMSRD-RDTA-DP-MSE/CE
7. WAWF/DD250 REQ .. : DD
8. APP CODE : A
9. DIST. STATEMENT REQUIRED: DISTRIBUTION STATEMENT E. Distribution authorized to the Department of Defense only due to proprietary nature. Other request shall be referred to RDTE-SIE-ES-FPT-CEMHE.
10. FREQUENCY: SEE ITEM 16
11. AS OF DATE: Date of Award
12. DATE OF FIRST SUB: SEE ITEM 16
13. DATE OF SUBS. SUB: SEE ITEM 16

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Neil Kasper, CONTRACTING OFFICER'S REPRESENTATIVE, neil.kasper@us.army.mil
Stephanie Dickinson, CONTRACT SPECIALIST, E-MAIL: stephanie.r.dickinson4.civ@US.ARMY.MIL
COGNIZANT ACO, DCMA, SEE SECTION G OF THE CONTRACT

15. TOTAL:

16. REMARKS:

- a. DI-MISC-80711A is tailored by deleting 10.2.
- b. The Draft of the Final Technical Report (C.3) shall be delivered 22 months after date of contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The Government will review and respond within 30 days of receipt. The contractor shall submit the Final Technical Report (with the completed SF 298) within 30 days after receipt of draft comments/approval.
- c. You may download the SF 298 form, from the following internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

Instructions for completing the SF 298 are provided in Attachment 001 to the contract.

Here are some additional instructions for completing the SF 298 form that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- (a) Approved for public release; distribution unlimited.
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TARDEC has final responsibility for assigning a distribution statement. The contractor shall mark the actual report itself in accordance with the appropriate legends set forth in DFARS 252.227-7018, "RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE -- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM".

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic (insert topic number)." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM: Performance and Cost Report
3. SUBTITLE:
4. AUTHORITY: DI-FNCL-80912
5. CONTRACT REFERENCE: C.2.1
6. REQUIRING OFFICE .: AMSRD-RDTA-DP-MSE/CE 12. DATE OF FIRST SUB: 60 DAC
7. DD250 REQ : LT 10. FREQUENCY : Monthly 13. DATE OF SUBS. SUB:
8. APP CODE : N/A 11. AS OF DATE: Date of Award
9. DIST. STATEMENT REQUIRED: DISTRIBUTION STATEMENT E. Distribution authorized to the Department of Defense only due to proprietary nature. Other request shall be referred to RDTE-SIE-ES-FPT-CEMHE.

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Neil Kasper, CONTRACTING OFFICER'S REPRESENTATIVE, neil.kasper@us.army.mil:
Stephanie Dickinson, CONTRACT SPECIALIST, E-MAIL: stephanie.r.dickinson4.civ@US.ARMY.MIL
COGNIZANT ACO, DCMA, SEE SECTION G OF THE CONTRACT

15. TOTAL:

16. REMARKS:

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

***** THE FOLLOWING INSTRUCTION APPLIES TO ALL REPORTS DELIVERABLE UNDER THE CONTRACT *****

Prepare the reports in Contractor format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* Office XP or Microsoft* Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.

(2) Files in Adobe PDF (Portable Document Format). When scanning documents, scanner should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or web pages for reference information. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

(5) Please note that we can no longer accept .zip files due to increasing security concerns.

NOTE. Macros: The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail report to be quarantined.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, another acceptable media is a 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Previously "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM to be delivered via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number. Exterior mailing envelopes containing disks must be addressed to the following address:

U.S. Army TARDEC
Neil Kasper, RDTE-SIE-ES-FPT-CEMHE, 21
6501 East 11 Mile Road
Warren, MI 48397-5000

NOTE: Please select only one type of electronic media to transmit each report. For instance, do not submit a report via e-mail and CD-ROM.

* Registered Trademark

INSTRUCTIONS FOR COMPLETING SF 298

1. REPORT DATE. Full publication date, including day, month, if available. Must cite at least the year, e.g. 30-06-1998; xx-06-1998; xxxx-1998.
2. REPORT TYPE. State the type of report, such as final, technical, interim, memorandum, master's thesis, progress, quarterly, research, special, group study, etc.
3. DATES COVERED. Indicate the time during which the work was performed and the report was written, e.g., Jun 2001 - Jun 2002; 1-10 Jun 2003; May - Nov 2004; Nov 2002.
4. TITLE. Enter title and subtitle with volume number and part number, if applicable. On classified documents, enter the title classification in parentheses.
- 5a. CONTRACT NUMBER. Enter the contract number as it appears in the report, e.g. W56HZV-08-C-0001.
- 5b. GRANT NUMBER. Enter all grant numbers (if applicable) as they appear in the report, e.g. AFOSR-82-1234.
- 5c. PROGRAM ELEMENT NUMBER. Enter all program element numbers (if applicable) as they appear in the report, e.g. 61101A.
- 5d. PROJECT NUMBER. Enter all project numbers (if applicable) as they appear in the report, e.g. 1F665702D1257; ILIR.
- 5e. TASK NUMBER. Enter all task numbers (if applicable) as they appear in the report, e.g. 05; RF0330201; T4112.
- 5f. WORK UNIT NUMBER. Enter all work unit numbers (if applicable) as they appear in the report, e.g. 001; FAPL30480105.
6. AUTHOR(S). Enter name(s) of person(s) responsible for writing the report, performing the research, or credited with the content of the report. The form of entry is the last name, first name, middle initial, and additional qualifiers separated by commas, e.g. Smith, Richard, J, Jr.
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES). Leave Blank
8. PERFORMING ORGANIZATION REPORT NUMBER. Leave Blank
9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES). Enter "US Army Tank-automotive Research Development & Engineering Center, Warren, Michigan 48397-5000".
10. SPONSOR/MONITOR'S ACRONYM(S). Enter "TARDEC".
11. SPONSOR/MONITOR'S REPORT NUMBER(S). Enter report number as assigned by the sponsoring/monitoring agency, if available/known, e.g. BRL-TR-829; -215.
12. DISTRIBUTION/AVAILABILITY STATEMENT. Use agency-mandated availability statements to indicate the public availability or distribution limitations of the report (refer to instructions on the DD Form 1423). If additional limitations/restrictions or special markings are indicated, follow agency authorization procedures, e.g. RD/FRD, PROPIN, ITAR, etc. Include copyright information.
13. SUPPLEMENTARY NOTES. Enter information not included elsewhere such as: prepared in cooperation with; translation of; report supersedes; old edition number, etc.
14. ABSTRACT. A brief (approximately 200 words) factual summary of the most significant information.
15. SUBJECT TERMS. Key words or phrases identifying major concepts in the report.