

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA4	<b>Page</b> 1	<b>Of</b> 43	<b>Pages</b>
<b>2. Contract (Proc. Inst. Ident.) No.</b> W56HZV-13-C-0063		<b>3. Effective Date</b> 2013SEP04	<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY CONTRACTING COMMAND MONTY MCCLELLAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA BOSTON - AFCC 495 SUMMER STREET BOSTON MA 02210-2138		<b>Code</b> S2206A	
<b>e-mail address:</b> MONTY.MCCLELLAND@US.ARMY.MIL						

<b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> OPTODOT CORP 2 KINGSBURY AVE WATERTOWN, MA 02134-1348		<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		<b>9. Discount For Prompt Payment</b>	
<b>Code</b> 1XRH2		<b>Facility Code</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266	
		<b>Code</b> HQ0337	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>14. Accounting And Appropriation Data</b> SEE SECTION G	
<b>15A. Item No.</b>	<b>15B. Supplies/Services</b>	<b>15C. Quantity</b>	<b>15D. Unit</b>
SEE SCHEDULE			
<b>15E. Unit Price</b>			<b>15F. Amount</b>
<b>15G. Total Amount Of Contract</b> →			\$482,367.77

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	22
X	B	Supplies or Services and Prices/Costs	3	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	43
X	D	Packaging and Marking	14	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	15		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	16		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	17		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	20				

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

<b>17.</b> <input checked="" type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (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.)	<b>18.</b> <input type="checkbox"/> <b>Sealed-Bid Award</b> (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.)
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<b>19A. Name And Title Of Signer (Type Or Print)</b>	<b>20A. Name Of Contracting Officer</b>  PAMELA L. GROZDON PAMELA.L.GROZDON@US.ARMY.MIL (586)282-9700
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<b>19B. Name of Contractor</b>	<b>19c. Date Signed</b>	<b>20B. United States Of America</b>	<b>20C. Date Signed</b>
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2013SEP04

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Previous edition is NOT usable

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 43****PIIN/SIIN** W56HZV-13-C-0063**MOD/AMD****Name of Offeror or Contractor:** OPTODOT CORP

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MONTY MCCLELLAND  
Buyer Office Symbol/Telephone Number: CTA-ASG-B/(586)282-9750  
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  
 PIIN/SIIN W56HZV-13-C-0063 MOD/AMD

Name of Offeror or Contractor: OPTODOT CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  SBIR PHII 1st Incr /  The contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C - Description/Specification/Work Statement.  Est. Cost: \$987,238.54 Fixed Fee: \$ 12,735.38 Total Amount: \$999,973.92  (End of narrative B001)										
0001AA	<u>SERVICES LINE ITEM - YEAR 1</u>  GENERIC NAME DESCRIPTION: SBIR PHII 1st Incr / CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R322C205R3 PRON AMD: 02 ACRN: AA AMS CD: 665502M40  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0" data-bbox="267 1234 771 1285"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$ 482,367.77</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-AUG-2014	1	LO		\$ 482,367.77
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	1	30-AUG-2014									
0002	<u>DATA ITEM</u>  GENERIC NAME DESCRIPTION: CDRL (DD FORM 1423) EXHIBIT A  Technical Data as set forth in Contract Data Requirements List (CDRL) DD Form 1423, herein referred to as Exhibit A.  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination	1	LO		\$ ** NSP **						



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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0005	<p><u>DATA ITEM</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><a href="http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf">http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf</a></p> <p>(End of narrative B001)</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>AS REQUIRED</td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		AS REQUIRED	1	LO		\$ _____ ** NSP **
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	AS REQUIRED														

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 6 of 43</b>
	PIIN/SIIN W56HZV-13-C-0063 MOD/AMD	
<b>Name of Offeror or Contractor:</b> OPTODOT 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: \$987,238.54  
 Fixed Fee: \$ 12,735.38  
 Total Amount: \$999,973.92

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 GOVERNMENTS 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	\$482,367.77
Twelve (12) months and one (1) day after date of contract award through completion	<u>\$517,606.15</u>
Total	\$999,973.92

B.3 Funds Allotted: The amount of funds currently allotted to this contract is \$482,367.77.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 7 of 43**

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## 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
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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

Under this statement of work, the contractor shall develop a new composite separator for lithium ion batteries with improved thermal and safety characteristics. The development includes production runs, culminating in a run of at least 50,000 square feet of separator (reference paragraph C.3.4 below). The material shall be implemented in battery cells and

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tested for performance and safety.

**C.2. Requirements**

The contractor, acting as an independent contractor and not an agent of the government, shall provide the necessary personnel, facilities, materials and services to complete the effort described below.

**C.2.1 Separator**

The contractor shall develop and manufacture a new composite separator for lithium ion batteries.

**C.2.1.1** The final separator design shall have a mechanical strength of at least 1000 pounds per square inch at a two percent (2%) offset. If the separator is stretched to increase its length by 2% it will pull back with a tension of at least 1000 PSI. Further, if a tension of 1000 PSI is applied to the separator, it will stretch by no more than 2%.

**C.2.1.2** The final separator design shall exhibit less than five percent (5%) shrinkage at two-hundred twenty (220) degrees Celsius.

**C.2.2 Safety Shutdown Layer**

The contractor shall research, develop, and implement a safety shutdown layer to prevent operation of battery cells in unsafe thermal or overcharge conditions. Reference C.3.5 below.

**C.2.3 Cells**

The contractor shall design and build prototype lithium ion battery cells in the quantities identified hereafter, incorporating the new separator and safety shutdown layer technology from C.2.1 and C.2.2. The performance and safety characteristics of these cells shall be compared to equivalent cells that were fabricated utilizing a conventional commercial separator.

**C.2.4 Production Scale Up**

The contractor shall develop the capability to produce and shall produce at least 50,000 square feet of the separator material in a single production run.

**C.3. Tasks****C.3.1 Baseline Manufacturing Process**

Based on the work carried out in the contractor's Small Business Innovative Research Phase I and Phase I Option prior efforts, the contractor shall establish the baseline mixing, coating, de-lamination, slitting, and packaging processes on full scale production equipment for manufacturing the new composite separator designed per C.2.1 above. Using these baseline processes, the contractor shall perform at least four (4) production runs of at least twelve-thousand five-hundred (12,500) square feet of separator per run. The contractor shall use these production runs to determine the baseline quality level and costs of the material at this production level.

**C.3.1.1 Baseline Cell Build**

The contractor shall use separator material produced during the baseline manufacturing runs to build battery cells with a capacity of at least six ampere-hours (6-Ah) in the same format as an existing commercial cell design (i.e. the contractor shall build cells that use the same dimensions, active materials, and internal electrode stack structure as that of a commercially available cell selected by the contractor. This will allow the commercially available cell to serve as a basis for performance comparison). The contractor shall produce at least twenty (20) cells per baseline production run.

**C.3.1.2 Baseline Testing**

The contractor shall prepare and deliver a baseline test plan identifying the testing to be conducted on the separator and cells from the baseline manufacturing runs for review and approval by the Contracting Officer's Representative (COR) prior to the start of testing. The contractor shall prepare and deliver the baseline test plan in accordance with CDRL A004.

**C.3.1.2.1** In regard to the separator material, the baseline test plan shall include tests of tensile strength and thermal stability at two-hundred twenty (220) degrees Celsius.

**C.3.1.2.2** In regard to the cells, the baseline test plan shall include the following:

- (i) characterization (charge/discharge cycles at a minimum of five (5) rates at three (3) different temperatures per rate);
- (ii) hybrid pulse power capability (at a minimum of five (5) temperatures); and
- (iii) life cycle tests.

**C.3.1.2.3** Upon COR approval of the baseline test plan, the contractor shall perform testing on the separator materials and battery cells in accordance with the approved plan. The contractor shall analyze cells that perform significantly worse than the existing commercial cells of the same format or that stop functioning during the above testing to determine the cause of the failure, and shall implement changes in the separator production and cell construction processes to eliminate, if possible, or otherwise reduce, the failure rate to the extent practical.

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C.3.1.3 Baseline Test Report

The contractor shall prepare and deliver a test report on the results of the baseline testing in accordance with CDRL A006.

C.3.2 Quality Improvement

Based on the results of C.3.1 through C.3.1.3 above, the contractor shall run a quality improvement program to increase the consistency in terms of freedom from defects such as pinholes, gels, contaminants, wrinkles and the yield of the baseline separator product. Subsequent to these quality improvements, the contractor shall perform at least four (4) production runs of at least twelve-thousand five-hundred (12,500) square feet of separator per run. The contractor shall use these runs to examine and improve the consistency, yield, and cleanliness of the production processes versus the baseline manufacturing process runs.

C.3.2.1 Quality Improvement Cell Build

The contractor shall use separator material produced during the quality improvement manufacturing runs to build battery cells with a capacity of at least six ampere-hours (6-Ah) in the same format as an existing commercial cell design (i.e. the contractor shall build cells that use the same dimensions, active materials, and internal electrode stack structure as that of a commercially available cell selected by the contractor). The contractor shall produce at least forty (40) cells per quality improvement run.

C.3.2.2 Quality Improvement Testing

The contractor shall prepare and deliver a quality improvement test plan identifying the testing to be conducted on the separator and cells from the quality improvement runs for approval by the COR prior to the start of testing. The contractor shall prepare and deliver the quality improvement test plan in accordance with CDRL A004.

C.3.2.2.1 In regard to the separator material, the quality improvement test plan shall include tests of tensile strength and thermal stability at two-hundred twenty (220) degrees Celsius.

C.3.2.2.2 In regard to the cells, the quality improvement test plan shall include the following:

- (i) characterization (charge/discharge cycles at a minimum of five (5) rates at three (3) different temperatures per rate);
- (ii) hybrid pulse power capability (at a minimum of five (5) temperatures); and
- (iii) life cycle tests.

C.3.2.2.3 Upon COR approval of the quality improvement test plan, the contractor shall perform testing on the separator materials and battery cells in accordance with the approved plan. The contractor shall analyze cells that perform significantly worse than the existing commercial cells of the same format or that stop functioning during the above testing to determine the cause of the failure, and shall implement changes in the separator production and cell construction processes to eliminate, if possible, or otherwise to reduce, the failure rate to the extent practical.

C.3.2.3 Quality Improvement Test Report

The contractor shall prepare and deliver a test report on the results of the quality improvement testing in accordance with CDRL A006.

C.3.3 Cost Improvement

Based on the results of C.3.2, the contractor shall perform a series of production runs to decrease the costs of the separator production process by optimizing machine speeds and identifying and implementing methods to increase the consistency and yield of the baseline separator product. The contractor shall perform at least four (4) production runs of at least twenty-five thousand (25,000) square feet of separator per run.

C.3.3.1 Cost Improvement Cell Build

The contractor shall use separator material produced during the cost improvement manufacturing runs to build battery cells with a capacity of at least six ampere-hours (6-Ah) in the same format as an existing commercial cell design (i.e. the contractor shall build cells that use the same dimensions, active materials, and internal electrode stack structure as that of a commercially available cell selected by the contractor). The contractor shall produce at least forty (40) cells per cost improvement run.

C.3.3.2 Cost Improvement Testing

The contractor shall prepare and deliver a cost improvement test plan identifying the testing to be conducted on the separator and cells from the cost improvement runs for approval by the COR prior to the start of testing. The contract shall prepare and deliver the test plan in accordance with CDRL A004.

C.3.3.2.1 In regard to the separator material, the cost improvement test plan shall include tests of tensile strength and thermal stability at two-hundred twenty (220) degrees Celsius.

C.3.3.2.2 In regard to the cells, the cost improvement test plan shall include the following:

- (i) characterization (charge/discharge cycles at a minimum of five (5) rates at three (3) different temperatures per rate);
- (ii) hybrid pulse power capability (at a minimum of five (5) temperatures); and
- (iii) life cycle tests.

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C.3.3.2.3 Upon COR approval of the cost improvement test plan, the contractor shall perform testing on the separator materials and battery cells in accordance with the approved plan. The contractor shall analyze cells that perform significantly worse than the existing commercial cells of the same format or that stop functioning during the above testing to determine the cause of the failure, and shall implement changes in the separator production and cell construction processes to eliminate, if possible, or otherwise to reduce, the failure rate to the extent practical.

C.3.3.3 Cost Improvement Test Report

The contractor shall prepare and deliver a test report on the results of the cost improvement testing in accordance with CDRL A006.

C.3.4 Final Extended Production Run

Based on the results of the previous three manufacturing runs (baseline run, quality improvement run, and cost improvement run), the contractor shall perform a final extended production run to fully finalize and document the manufacturing process and resulting product. The contractor shall perform at least one (1) final extended production run of at least fifty thousand (50,000) square feet of separator. The contractor shall analyze the product quality, performance, and cost data from this run and compare it to (i) the specification developed in C.3.7; and (ii) competitor separator products.

C.3.4.1 Final Extended Production Cell Build

The contractor shall use separator material produced during the final extended production run to build battery cells with a capacity of at least six ampere-hours (6-Ah) in the same format as an existing commercial cell design (i.e. the contractor shall build cells that use the same dimensions, active materials, and internal electrode stack structure as that of a commercially available cell selected by the contractor). Contractor shall produce at least one-hundred sixty (160) cells from this run.

C.3.4.2 Final Extended Production Testing

The contractor shall prepare and deliver a final extended production run test plan and a test procedure identifying and describing the testing to be conducted on the separator and cells from the final extended production run for approval by the COR prior to the start of testing. The test plan and procedure shall include abusive tests at the cell level, including, but not limited to, nail penetration and thermal ramp. The contractor shall prepare and deliver the test plan and test procedure in accordance with CDRL A004 and A005 respectively.

C.3.4.2.1 In regard to the separator material, the final extended production run test plan and procedure shall include tests of tensile strength and thermal stability at two-hundred twenty (220) degrees Celsius.

C.3.4.2.2 In regard to the cells, the final extended production run test plan and procedure shall include the following:

(i) characterization (charge/discharge cycles at a minimum of five (5) rates at three (3) different temperatures per rate); (ii) hybrid pulse power capability (at a minimum of five (5) temperatures); (iii) life cycle tests (at a minimum of two charge/discharge rates at room temperature and at least one (1) other temperature); (iv) DC resistance; and (v) retention of charge.

C.3.4.2.3 Upon COR approval of the final extended production run test plan and test procedure, the contractor shall perform testing on the separator materials and battery cells in accordance with the approved plan and procedure. The contractor shall analyze cells that perform significantly worse than the existing commercial cells of the same format or that stop functioning during the above testing to determine the cause of the failure, and shall implement changes in the separator production and cell construction processes to eliminate if possible, or otherwise to reduce, the failure rate to the extent practical.

C.3.4.3 Final Extended Production Test Report

The contractor shall prepare and deliver a test report on the results of the final extended production run testing in accordance with CDRL A006. This report shall include the comparison of the results of testing these cells with data on cells of the same format but using a commercial separator.

C.3.5 Safety Shutdown Separator

The contractor shall research and develop the implementation of a shutdown layer on the new separator. The contractor shall examine at least three (3) candidate materials for use as a shutdown layer, and down select to the one (1) candidate judged most promising for a trial run on production-scale equipment. The contractor shall select a separator design found under C.3.1, C.3.2, or C.3.3 which, at a minimum, meets the requirements of C.2.1.1 and is supported by the contractor's business case as a viable material for sale as a separator with shutdown functionality. The contractor shall perform a production run of at least twelve-thousand five-hundred (12,500) square feet of this separator with the safety shutdown layer added.

C.3.5.1 Safety Shutdown Separator Cell Build

The contractor shall use separator material produced during the safety shutdown separator production run to build battery cells with a capacity of at least six ampere-hours (6-Ah) in the same format as an existing commercial cell design (i.e.

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the contractor shall build cells that use the same dimensions, active materials, and internal electrode stack structure as that of a commercially available cell selected by the contractor). Contractor shall produce at least twenty (20) cells from this run.

#### C.3.5.2 Safety Shutdown Separator Testing

The contractor shall prepare and deliver a safety shutdown separator test plan and a test procedure identifying and describing the testing to be conducted on the separator and cells from the safety shutdown separator run for approval by the COR prior to the start of testing. The test plan and procedure shall include abusive tests at the cell level including nail penetration, thermal ramp, and overcharge. The contractor shall prepare and deliver the plan and procedure in accordance with CDRL A004 and A005, respectively.

##### C.3.5.2.1 The safety shutdown separator test plan and procedure shall include the following:

(i) characterization (charge/discharge cycles at a minimum of five (5) rates at three (3) different temperatures per rate); (ii) hybrid pulse power capability (at a minimum of five (5) temperatures); (iii) life cycle tests (at a minimum of two charge/discharge rates at room temperature and at least one (1) other temperature); (iv) DC resistance; and (v) retention of charge.

C.3.5.2.2 Upon COR approval of the safety shutdown separator test plan and procedure, the contractor shall perform testing on the separator materials and battery cells in accordance with the approved plan and procedure.

#### C.3.5.3 Safety Shutdown Separator Test Report

The contractor shall prepare and deliver a test report on the results of the safety shutdown separator testing in accordance with CDRL A006. This report shall include the comparison of the results of testing these cells with the results from the cells tested without the safety shutdown layer.

#### C.3.6 Improvement in Composite Separator Design

The contractor shall implement and test changes to the separator design with a pilot scale coating machine and laboratory scale test cells (i.e. button, small pouch cells, or both) during the course of the project to further improve mechanical strength, thermal stability, battery cell performance, manufacturability, and costs. These changes may include the following:

- (i) integration of Ultra-Violet curable materials into the separator,
- (ii) changing coating solvents,
- (iii) changing pigment particle size or chemistry,
- (iv) surface treatment of pigments, or
- (v) selection of different polymer materials.

C.3.6.1 The contract shall implement changes that result in improved overall separator properties into the production process whenever they are mature enough during tasks C.3.1, C.3.2, or C.3.3.

#### C.3.7 Product Specification

The contractor shall develop and deliver a product specification in accordance with CDRL A011 that details the properties and features of the battery separator product(s) produced under this contract. The contractor shall request and obtain prior approval from the COR for any version of the specification that will be publicly released for marketing purposes.

#### C.4. Meetings

##### C.4.1 Start of Work Meeting

The contractor shall plan and conduct a kick-off meeting via telephone, or in person if mutually agreed upon between the contractor and the COR, with the COR no later than thirty (30) days after contract award. At the meeting, the contractor shall explain its intended approach for accomplishing the Statement of Work (SOW). The contractor shall record all meeting minutes and action items and shall provide those in accordance with (IAW) CDRL A010.

##### C.4.2 Quarterly Review Meetings

The contractor shall host quarterly review meetings via telephone, or in person if mutually agreed upon between the contractor and the COR, at a date and time mutually agreed upon by the contractor and the COR. At the quarterly review meetings, the contractor shall present the progress made during the previous quarter and show how this progress relates to the contract SOW, schedule and objectives. In addition, the contractor shall record all meeting minutes and action items, and shall provide the minutes after each meeting IAW A010.

#### C.5. Deliverables/Performance

##### C.5.1 Reporting

###### C.5.1.1 Contractor's Progress, Status & Management Reports

The contractor shall prepare and submit Contractor's Progress, Status, & Management Reports IAW CDRL A001 every two months.

**Name of Offeror or Contractor:** OPTODOT CORP**C.5.1.2 Performance and Cost Reports (Financial Reports)**

The contractor shall prepare and submit bi-monthly Financial Reports IAW CDRL A002.

**C.5.1.3 Work Breakdown Structure**

The contractor shall prepare and submit a Work Breakdown Structure (WBS) for the effort within two (2) months of contract award IAW CDRL A003. The contractor shall provide updated versions of the WBS if the work plans for the effort change.

**C.5.1.4 Scientific & Technical Report/Final Technical Report**

The contractor shall prepare and submit a draft and final Scientific and Technical Report (Final Report) IAW CDRL A007.

**C.5.1.5 Safe Operation Document**

The contractor shall prepare and provide a document that details all of the requirements necessary for the safe operation and testing of the battery cells developed under this contract IAW CDRL A008.

**C.5.1.6 Research & Development (R&D) Project Summary**

The contractor shall prepare and submit a publicly releasable SBIR Phase II R&D Project Summary at contract completion IAW CDRL A009.

**C.5.1.7 Specification**

The contractor shall prepare and submit a publicly releasable product specification for the new separator product(s) developed under the contract IAW CDRL A011.

**C.5.2 Testing Deliverables****C.5.2.1 Test Plans**

(a) The contractor shall prepare and deliver a test plan for the baseline production testing in C.3.1.2 within two (2) months after contract award.

(b) The contractor shall prepare and deliver a test plan for the quality improvement testing in C.3.2.2 within six (6) months of contract award.

(c) The contractor shall prepare and deliver a test plan for the cost improvement testing in C.3.3.2 within twelve (12) months of contract award.

(d) The contractor shall prepare and deliver a test plan for the final extended production testing in C.3.4.2 within eighteen (18) months of contract award.

(e) The contractor shall prepare and deliver a test plan for the safety shutdown separator testing in C.3.5.2 within twelve (12) months of contract award.

C.5.2.1.1 All test plans shall be prepared IAW CDRL A004.

**C.5.2.2 Test Procedures**

(a) The contractor shall prepare and deliver a test procedure for the final extended production testing in C.3.4.2 within nineteen (19) months of contract award.

(b) The contractor shall prepare and deliver a test procedure for the safety shutdown separator testing in C.3.5.2 within thirteen (13) months of contract award.

C.5.2.2.1 Test procedures shall be prepared IAW CDRL A005.

**C.5.2.3 Test Reports**

The contractor shall provide a test report corresponding to each test plan in C.5.2.1 within 30 days after completion of the testing identified in the test plan IAW CDRL A006.

**C.5.3 Hardware Deliverables****C.5.3.1 Sample Separators**

The contractor shall provide samples of each final separator product produced during the effort. The samples shall be at least fifty (50) square feet per sample. At a minimum, the samples shall include the separator material chosen for the final extended production run in C.3.4, the final separator design for the safety shutdown separator in C.3.5, and any other separator products identified in the specification in C.3.7.

**C.5.3.2 Sample Cells**

The contractor shall provide sample cells produced using each of the final separator products produced during the effort. The contractor shall deliver ten (10) cells per separator product. At a minimum, the samples shall include cells using the separator material chosen for the final extended production run in C.3.4, the final separator design for the safety shutdown separator in C.3.5, and any other separator products identified in the specification in C.3.7.

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## 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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## 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 &amp; 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 \*\*\*

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

## E.1 INSPECTION &amp; 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 \*\*\*

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## 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.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: James Mainero, RDTA-RS, Bldg 212B  
6501 E. 11 Mile Rd.  
Warren, MI 48397-5000

\*\*\* END OF NARRATIVE F0001 \*\*\*

**Name of Offeror or Contractor:** OPTODOT CORP

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ AMS CD/ LINE	MIPR/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AA	R322C205R3 665502M40	2	R.0004223.1.4	AA	\$ 482,367.77
TOTAL					\$ 482,367.77

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA	021 201220132040 A60FL 665502M40RL03 2550 L032596354 R.0004223.1.4	021001 \$ 482,367.77
TOTAL		\$ 482,367.77

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AA	AA	021 201220132040 A60FL 665502M40RL03 2550 L032596354 R.0004223.1.4	021001

Regulatory Cite	Title	Date
G-1 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

(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 System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://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 <https://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

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(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	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S2206A
Inspect By DoDAAC	W91ATL
Ship To Code	W91ATL
Ship From Code	Contractor DoDAAC
Mark For Code	W91ATL
Service Approver (DoDAAC)	W91ATL
Service Acceptor (DoDAAC)	W91ATL
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA621
Other DoDAAC(s)	N/A

(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.

james.m.mainero.civ@mail.mil

(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.

N/A

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

(End of clause)

G-2 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: James Mainero

E-mail: james.m.mainero.civ@mail.mil

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

ACO: Thomas Tremblay

E-mail: thomas.tremblay@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-3 52.227-4004 RELEASE OF INFORMATION  
(TACOM)

OCT/2003

**Name of Offeror or Contractor:** OPTODOT CORP

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/pdffiles/R360\\_1.pdf](http://www.apd.army.mil/pdffiles/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.

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.

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## 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](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](mailto: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>
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NONE

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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 TO 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	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-72	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-73	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-74	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-75	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-76	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-78	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-79	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-80	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-81	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-82	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-83	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	FEB/2012
I-84	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-85	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	JUN/2012
I-86	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
I-87	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-88	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-89	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-90	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-91	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-92	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-93	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-94	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-95	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-96	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-97	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-98	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM	MAR/2011
I-99	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-100	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-101	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-102	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-103	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-104	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-105	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-106	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-107	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-108	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-109	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-110	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-111	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-112	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-113	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	JUN/2012

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		CONTRACTS)	
I-114	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-115	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-116	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-117	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-118	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-119	252.246-7001	WARRANTY OF DATA	DEC/1991
I-120	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-121	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-122	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-123	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.

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

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(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.

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

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(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/](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

(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

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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 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

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clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-124            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-125            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.

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

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(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

(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.

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(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, 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.

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(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-126

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, within fifteen (15) 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 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

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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 thirty (30) 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-127

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 clause.

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

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(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

(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

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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-128	252.232-7007	LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) -- ALTERNATE I (MAY 2006)	MAY/2006
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(a) Contract line item 0001 is incrementally funded. The sum of \$482,367.77 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.

(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



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(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.

(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

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(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-131            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-132            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

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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 <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:

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

(End of clause)

I-133      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)	


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(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 Government's 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-134            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

I-135            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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 40 of 43</b>
	PIIN/SIIN W56HZV-13-C-0063 MOD/AMD	
<b>Name of Offeror or Contractor:</b> OPTODOT CORP		

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-136            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-137            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)

I-138            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.

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PIIN/SIIN W56HZV-13-C-0063

MOD/AMD

**Name of Offeror or Contractor:** OPTODOT CORP

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-139 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]

I-140 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_protege/)

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]

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PIIN/SIIN W56HZV-13-C-0063

MOD/AMD

**Name of Offeror or Contractor:** OPTODOT CORP

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>

Regulatory CiteTitle252.227-7017  
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 43 of 43**

**PIIN/SIIN** W56HZV-13-C-0063

**MOD/AMD**

**Name of Offeror or Contractor:** OPTODOT 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	20-DEC-2012		
Attachment 0001	INSTRUCTIONS FOR COMPLETING SF 298	20-DEC-2012		

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.: D. SYSTEM/ITEM.....:  
B. EXHIBIT : E. CONTRACT/PR NO.:  
C. CATEGORY.....: F. CONTRACTOR.....:

1. DATA ITEM NO. ....: A001  
2. TITLE OF DATA ITEM: Contractor's Progress Status and Management Report  
3. SUBTITLE .....: Bimonthly Reports  
4. AUTHORITY .....: DI-MGMT-80227(T) (see 16a. below)  
5. CONTRACT REFERENCE: C.5.1.1  
6. REQUIRING OFFICE...: RDTA-RS 9. DIST. STATEMENT REQUIRED: B 12. DATE OF FIRST SUB: 60 DAC  
7. WAWF/DD250 REQ\85 . : LT 10. FREQUENCY : Bimonthly 13. DATE OF SUBS. SUB: see 10  
8. APP CODE ..... : N/A 11. AS OF DATE: Date of Award

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

James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil  
Montgomery McClelland, CONTRACT SPECIALIST, E-MAIL: montgomery.l.mcclelland.civ@mail.mil

15. TOTAL: One copy to each addressee listed in block 14.

16. REMARKS:

- a. DI-MGMT-80227 is tailored by deleting 10.2, 10.3(j) 10.3(k), and 10.3(l)
- b. The contractor shall provide bi-monthly Contractor's Progress, Status & Management Reports. The reports shall summarize work completed to date on the contract with specific reference to the contract tasks completed, tasks not completed, status of on-going studies, studies completed during the reporting time period and any significant accomplishments, problems or delays. The reports shall also include total costs incurred to date, with specific reference to the costs incurred since the last status report.
- c. The first report is due sixty (60) days after contract award
- d. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the Contractor's Progress, Status, and Management Reports.

See DID DI-MGMT-80227, at the Internet address below, for instructions on completing the required report.

<<http://astimage.daps.dla.mil/docimages/0001/48/17/DI80227.PD8>>

If this link does not work, go to: <[http://assist.daps.dla.mil/quicksearch/fsc\\_quicksearch.cfm](http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm)> and insert the authority reference in item 4 above in the Document ID box and submit.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A002  
2. TITLE OF DATA ITEM: Performance and Cost Report  
3. SUBTITLE .....: Financial Reports  
4. AUTHORITY .....: DI-FNCL-80912

5. CONTRACT REFERENCE: C.5.1.2  
6. REQUIRING OFFICE : RDTA-RS  
7. DD250 REQ : LT  
8. APP CODE : N/A  
9. DIST. STATEMENT REQUIRED: B 12. DATE OF FIRST SUB: 60 DAC  
10. FREQUENCY : Bimonthly 13. DATE OF SUBS. SUB: see 10  
11. AS OF DATE: Award of Contract

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

James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil  
COGNIZANT ACO, DCMA, SEE SECTION G OF THE CONTRACT

15. TOTAL:

16. REMARKS:

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A003  
2. TITLE OF DATA ITEM: Work Breakdown Structure  
3. SUBTITLE .....

4. AUTHORITY : DI-MGMT-81334D  
5. CONTRACT REFERENCE: C.5.1.3  
6. REQUIRING OFFICE : RDTA-RS  
7. DD250 REQ : LT  
8. APP CODE : N/A  
9. DIST. STATEMENT REQUIRED: B 12. DATE OF FIRST SUB: 60 DAC  
10. FREQUENCY : N/A 13. DATE OF SUBS. SUB: N/A  
11. AS OF DATE: Award of Contract

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James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil

15. TOTAL:

16. REMARKS:

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A004  
2. TITLE OF DATA ITEM: Test Plans  
3. SUBTITLE .....

4. AUTHORITY : DI-NDTI-80566A  
5. CONTRACT REFERENCE: C.3.1.2, C.3.2.2, C.3.3.2, C.3.4.2, C.3.5.2, C.5.2.1  
6. REQUIRING OFFICE : RDTA-RS  
7. DD250 REQ : LT  
8. APP CODE : N/A  
9. DIST. STATEMENT REQUIRED: B 12. DATE OF FIRST SUB: see 16 below  
10. FREQUENCY : N/A 13. DATE OF SUBS. SUB: see 16 below  
11. AS OF DATE: Award of Contract

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James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil

15. TOTAL:

16. REMARKS:

a. The contractor shall prepare and deliver a test plan for the baseline production testing in C.3.1.2 within two (2) months of contract award. The contractor shall prepare and deliver a test plan for the quality improvement testing in C.3.2.2 within six (6) months of contract award. The contractor shall prepare and deliver a test plan for the cost improvement testing in C.3.3.2 within twelve (12) months of contract award. The contractor shall prepare and deliver a test plan for the final extended production testing in C.3.4.2 within eighteen (18) months of contract award. The contractor shall prepare and deliver a test plan for the safety shutdown separator testing in C.3.5.2 within twelve (12) months of contract award.

b. All test plans shall be submitted to the COR for review and approval. The COR will review the test plan within fifteen (15) days after receipt and provide concurrence or comment. The contractor shall finalize each test plan by incorporating any COR comments or recommendations.

c. Complete the reports IAW DID DI-NDTI-80566A, "Test Plan." The COR is responsible for accepting or rejecting the Test Plans.

See the DID DI-NDTI-80566, at the Internet address below, for instructions on completing the required report.

<<http://assist1.daps.dla.mil/docimages/0001/49/10/W0237W.PD7>>

If this link does not work, go to: <[http://assist.daps.dla.mil/quicksearch/fsc\\_quicksearch.cfm](http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm)> and insert the authority reference in item 4 above in the Document ID box and submit.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A005  
2. TITLE OF DATA ITEM: Test Procedures  
3. SUBTITLE .....:  
4. AUTHORITY .....: DI-NDTI-80603A  
5. CONTRACT REFERENCE: C.3.4.2, C.3.5.2, C.5.2.2  
6. REQUIRING OFFICE .: RDTA-RS 9. DIST. STATEMENT REQUIRED: B 12. DATE OF FIRST SUB: see 16 below  
7. DD250 REQ .....: LT 10. FREQUENCY : N/A 13. DATE OF SUBS. SUB: see 16 below  
8. APP CODE .....: N/A 11. AS OF DATE: Award of Contract

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James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil

15. TOTAL:

16. REMARKS:

a. The contractor shall prepare and deliver a test procedure for the final extended production testing in C.3.4.2 within nineteen (19) months of contract award. The contractor shall prepare and deliver a test procedure for the safety shutdown separator testing in C.3.5.2 within thirteen (13) months of contract award.

b. All test procedures shall be submitted to the COR for review and approval. The COR will review the test plan within fifteen (15) days after receipt and provide concurrence or comment.

c. Complete the reports in accordance with DID DI-NDTI-80603, "Test Procedure." The COR is responsible for accepting or rejecting the test procedures.

See the DID DI-NDTI-80603, at the Internet address below, for instructions on completing the required report.

<<http://assist1.daps.dla.mil/>>

If this link does not work, go to: <[http://assist.daps.dla.mil/quicksearch/fsc\\_quicksearch.cfm](http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm)> and insert the authority reference in item 4 above in the Document ID box and submit.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A006  
2. TITLE OF DATA ITEM: SCIENTIFIC AND TECHNICAL REPORT  
3. SUBTITLE .....: Manufacturing Run Test Reports  
4. AUTHORITY .....: DI-MISC-80711A(T) (see 16a. below)  
5. CONTRACT REFERENCE: C.3.1.3, C.3.2.3, C.3.3.3, C.3.4.3, C.3.5.3, C.5.2.3  
6. REQUIRING OFFICE .: RDTA-RS 9. DIST. STATEMENT REQUIRED: B 12. DATE OF FIRST SUB: SEE ITEM 16  
7. WAWF/DD250 REQ ..: DD 10. FREQUENCY: SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE .....: 11. AS OF DATE: Date of Award

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

James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil  
COGNIZANT ACO, DCMA, SEE SECTION G OF THE CONTRACT

15. TOTAL:

16. REMARKS:

- a. DI-MISC-80711A is tailored by deleting 10.2 and 11. The reports shall be marked Distribution Statement B.
- b. Each test report shall be delivered within thirty (30) days of the conclusion of the relevant testing as specified in the associated test plan.

17. PRICE GROUP:                    18. ESTIMATED TOTAL PRICE:

- 1. DATA ITEM NO. ....: A007
- 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.5.1.4
- 6. REQUIRING OFFICE .: RDTA-RS                    9. DIST. STATEMENT REQUIRED: B 12. DATE OF FIRST SUB: SEE ITEM 16
- 7. WAWF/DD250 REQ ..: DD                    10. FREQUENCY: SEE ITEM 16                    13. DATE OF SUBS. SUB: SEE ITEM 16
- 8. APP CODE .....:                    11. AS OF DATE: Date of Award

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James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil  
COGNIZANT ACO, DCMA, SEE SECTION G OF THE CONTRACT

15. TOTAL:

16. REMARKS:

- a. DI-MISC-80711A is tailored by deleting 10.2 and 11. The final report shall be marked Distribution Statement B.
- b. The Draft of the Final Technical Report (C.5.1.4) 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, providing comments or concurrence. The contractor shall finalize the report by incorporating any COR comments or recommendations, and submit the Final Technical Report (with the completed SF 298) within 30 days after receipt of comments on, or approval of, the draft.
- 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. ....: A008  
2. TITLE OF DATA ITEM: Safety Assessment Report  
3. SUBTITLE .....: Safe Operation Document  
4. AUTHORITY .....: DI-SAFT-80102B  
5. CONTRACT REFERENCE: C.5.1.5  
6. REQUIRING OFFICE .: RDTA-RS 9. DIST. STATEMENT REQUIRED: B 12. DATE OF FIRST SUB: SEE ITEM 16  
7. DD250 REQ .....: LT 10. FREQUENCY : N/A 13. DATE OF SUBS. SUB:  
8. APP CODE .....: N/A 11. AS OF DATE: Award of Contract

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

James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil

15. TOTAL:

16. REMARKS:

a. The contractor shall provide a Safe Operations Document that details the requirements necessary for the safe operation and testing of all separator samples or battery cells delivered under this contract. This document shall include information on cycling parameters and methods and shall be updated and delivered to TARDEC prior to the delivery of any hardware deliverables in C.5.3.

b. Complete the reports IAW DID DI-SAFT-80102B, "Safety Assessment Report." The COR is responsible for accepting or rejecting the Safe Operations Document.

See the DID DI-SAFT-80102, at the Internet address below, for instructions on completing the required report.

<<http://assist1.daps.dla.mil/>>

If this link does not work, go to: <[http://assist.daps.dla.mil/quicksearch/fsc\\_quicksearch.cfm](http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm)> and insert the authority reference in item 4 above in the Document ID box and submit.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A009  
2. TITLE OF DATA ITEM: Research and Development (R&D) Project Summary  
3. SUBTITLE .....:   
4. AUTHORITY .....: DI-MISC-81612A  
5. CONTRACT REFERENCE: C.5.1.6  
6. REQUIRING OFFICE .: RDTA-RS 9. DIST. STATEMENT REQUIRED: A 12. DATE OF FIRST SUB: SEE ITEM 16  
7. WAWF/DD250 REQ ..: DD 10. FREQUENCY: SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE .....: A 11. AS OF DATE: Date of Award

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

James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.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 shall 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 shall 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 will review the draft report and return it to the Contractor within fifteen (15) days of receipt with comments or concurrence. The Contractor shall finalize the report by incorporating any COR comments or recommendations, and then submit one (1) final "SBIR Phase II R&D Project Summary" within fifteen (15) days after receipt of comments on, or approval of, the draft (24 months after contract award).

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A010  
2. TITLE OF DATA ITEM: Conference Minutes  
3. SUBTITLE .....: Meeting Minutes  
4. AUTHORITY .....: DI-ADMN-81250A  
5. CONTRACT REFERENCE: C.4.1, C.4.2  
6. REQUIRING OFFICE ..: RDTA-RS 9. DIST. STATEMENT REQUIRED: B 12. DATE OF FIRST SUB: SEE ITEM 16  
7. WAWF/DD250 REQ ..: LT 10. FREQUENCY: SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE .....: 11. AS OF DATE: SEE ITEM 16

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

James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil

15. TOTAL:

16. REMARKS:

- a. The contractor shall provide Meeting Minutes to the COR within ten (10) days after each meeting. The contractor shall submit the minutes electronically. Contractor format is authorized.
- b. Complete the reports in accordance with DID DI-ADMN-81250A, "Conference Minutes. The COR is responsible for accepting or rejecting the Meeting Minutes.

See the DID DI-ADMN-81250A, at the Internet address below, for instructions on completing the required report.  
<<http://assist.daps.dla.mil/>>

If this link does not work, go to: <[http://assist.daps.dla.mil/quicksearch/fsc\\_quicksearch.cfm](http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm)> and insert the authority reference in item 4 above in the Document ID box and submit.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A011  
2. TITLE OF DATA ITEM: Separator Specification  
3. SUBTITLE .....:  
4. AUTHORITY .....: SEE ITEM 16  
5. CONTRACT REFERENCE: C.3.7, C.5.1.7  
6. REQUIRING OFFICE ..: RDTA-RS 9. DIST. STATEMENT REQUIRED: A 12. DATE OF FIRST SUB: SEE ITEM 16  
7. WAWF/DD250 REQ ..: LT 10. FREQUENCY: SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE .....: 11. AS OF DATE: SEE ITEM 16

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

James Mainero, CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: james.m.mainero.civ@mail.mil

15. TOTAL:

16. REMARKS:

- a. The contractor shall deliver a specification on the separator products developed under this project within twenty-three (23) months of contract award. The specification shall identify the properties of each separator product including, but not limited to, mechanical strength, thermal stability, thickness, Gurley number, porosity, and shutdown behavior.

b. The contractor shall (i) request and obtain prior approval for public release from the COR for any version of the specification that will be publicly released for marketing purposes; and (ii) implement any corrections required by the government for release approval.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

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.
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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.