

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 25	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-13-C-0363		3. Effective Date 2013SEP13	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND LISA M. KOSKI WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB, OH 45433-5302		Code S3605A	
e-mail address: LISA.M.KOSKI@US.ARMY.MIL						

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) NEXGEN COMPOSITES, LLC 2000 COMPOSITE DRIVE KETTERING, OH 45420-1493		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code 6SD02		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Facility Code		To The Address Shown In:	
		Item 12	

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266		Code HQ0337
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$149,900.09

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	17
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	25
X	D	Packaging and Marking	10	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	11		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	12		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	13		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	15				

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

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer LYNN M. BYRNE LYNN.M.BYRNE@US.ARMY.MIL (586)282-6553	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2013SEP13
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 25****PIIN/SIIN** W56HZV-13-C-0363**MOD/AMD****Name of Offeror or Contractor:** NEXGEN COMPOSITES, LLC

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LISA M. KOSKI
Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-9617
Type of Contract: Firm Fixed Price
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	52.232-4007 (TACOM)	WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS	APR/2008
A-2	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 Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0363 MOD/AMD

Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																
0001AA	<p data-bbox="266 390 367 411">STTR PH I</p> <p data-bbox="266 522 602 543"><u>FIRST INTERIM TECHNICAL REPORT</u></p> <p data-bbox="266 600 659 621">GENERIC NAME DESCRIPTION: STTR PH I</p> <p data-bbox="266 627 477 648">CLIN CONTRACT TYPE:</p> <p data-bbox="321 655 501 676">Firm Fixed Price</p> <p data-bbox="266 682 756 703">PRON: R33SB035R3 PRON AMD: 01 ACRN: AA</p> <p data-bbox="266 760 545 781"><u>Inspection and Acceptance</u></p> <p data-bbox="266 787 834 808">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="266 865 545 886"><u>Deliveries or Performance</u></p> <table border="0" data-bbox="266 892 769 1018"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <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>12-NOV-2013</td> </tr> <tr> <td></td> <td>\$ 49,966.69</td> <td></td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	12-NOV-2013		\$ 49,966.69		1	LO		\$ 49,966.69
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	1	12-NOV-2013															
	\$ 49,966.69																
0001AB	<p data-bbox="266 1131 613 1152"><u>SECOND INTERIM TECHNICAL REPORT</u></p> <p data-bbox="266 1209 659 1230">GENERIC NAME DESCRIPTION: STTR PH I</p> <p data-bbox="266 1236 477 1257">CLIN CONTRACT TYPE:</p> <p data-bbox="321 1264 501 1285">Firm Fixed Price</p> <p data-bbox="266 1291 756 1312">PRON: R33SB035R3 PRON AMD: 01 ACRN: AA</p> <p data-bbox="266 1369 545 1390"><u>Inspection and Acceptance</u></p> <p data-bbox="266 1396 834 1417">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="266 1474 545 1495"><u>Deliveries or Performance</u></p> <table border="0" data-bbox="266 1501 769 1627"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <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>11-JAN-2014</td> </tr> <tr> <td></td> <td>\$ 49,966.69</td> <td></td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	11-JAN-2014		\$ 49,966.69		1	LO		\$ 49,966.69
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	1	11-JAN-2014															
	\$ 49,966.69																
0001AC	<p data-bbox="266 1740 513 1761"><u>FINAL TECHNICAL REPORT</u></p> <p data-bbox="266 1818 659 1839">GENERIC NAME DESCRIPTION: STTR PH I</p> <p data-bbox="266 1845 477 1866">CLIN CONTRACT TYPE:</p> <p data-bbox="321 1873 501 1894">Firm Fixed Price</p> <p data-bbox="266 1900 756 1921">PRON: R33SB035R3 PRON AMD: 01 ACRN: AA</p>	1	LO		\$ 49,966.71												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0363 MOD/AMD

Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 12-MAR-2014</p> <p style="text-align: right;">\$ 49,966.71</p>				
0002	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>GENERIC NAME DESCRIPTION: PHASE I STTR</p> <p>Technical Data as set forth in Contract Data Requirements List (CDRL)DD Form 1423, hereinafter referred to as Exhibit A.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED</p>	1	LO		\$ ** NSP **
0003	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>GENERIC NAME DESCRIPTION: PHASE I STTR</p> <p>The contractor shall provide the information required per contract clause 52.237-4000, entitled "Contractor Manpower Reporting".</p> <p>Unit Identification Code (UIC): W4GHAA</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ ** NSP **

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Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

The payments under this contract are to be in accordance with the SubCLINs. SubCLINs 0001AA, 0001AB and 0001AC are set up to pay the contractor at the 2nd, 4th and 6th month, respectively, after contract award. All payments are contingent upon the Contracting Officer's Representative (COR) receiving and approving a DD Form 250. Payment will be made by the office indicated in Block 12 on the face page of the contract.

*** END OF NARRATIVE B0003 ***

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Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

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 (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) identified in Section G or in an appointment letter. 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]

C.1 The Contractor, acting as an independent Contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials, and services to complete the effort described in pages 3 through 19, Phase I Work Plan, of the Contractor's proposal, Small Business Technology Transfer (STTR) Program Topic Number A13A-T021, Proposal Number A13A-021-0009, entitled, " Low Cost Fabrication of Armor Protection Systems for Military Tactical Vehicles" (incorporated by reference).

C.2 Deliverables

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MOD/AMD

Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

C.2.1 The Contractor shall submit two (2) Interim Technical Reports and one (1) Final Technical Report in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423), Data Item A002.

C.2.1.1 Interim Technical Reports

C.2.1.1.1 Each Interim Technical Report shall be in Contractor format and shall address the technical information and cover all the work performed to date against the Statement of Work.

C.2.1.1.2 Additionally, each Interim Technical Report shall include:

C.2.1.1.2.1 At the beginning of the report shall be: the Contractor's name and address; the contract number; the nomenclature of the program; the date of the report; the period covered by the report; the title of the report; the security classification; and the name of the issuing Government activity;

C.2.1.1.2.2 A description of the progress made against milestones during the reporting period;

C.2.1.1.2.3 Results, positive or negative, obtained relative to previously identified problem areas, with conclusions and recommendations;

C.2.1.1.2.4 Any significant changes to the Contractor's organization or method of operation or to the planned technical milestone schedule;

C.2.1.1.2.5 Problem areas affecting technical or schedule elements, with background and any recommendations for solutions beyond the scope of the contract;

C.2.1.1.2.6 Contract schedule status;

C.2.1.1.2.7 Plans for activities during the following reporting period;

C.2.1.1.2.8 Name and telephone number of the preparer of the report;

C.2.1.1.2.9 Appendixes for any necessary tables, references, photographs, illustrations, and charts.

C.2.1.1.3 Information contained in the first Technical Interim Report shall not be duplicated in the second Interim Technical Report unless duplication is required to clearly document an effort that overlaps the timeframe of each report.

C.2.1.2 Final Technical Report

C.2.1.2.1 The Contractor shall prepare and submit a Final Technical Report in Contractor format addressing all of the work performed against the Scope of Work (reference C.1) during the contract performance period, in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423) Data Item A002.

C.3 Start of Work Meeting

C.3.1 The Contractor shall plan and attend a one-day Start of Work meeting at TARDEC to take place no later than thirty (30) days after award of the base contract. The Government and Contractor shall mutually agree to the date and time of the Start of Work meeting. 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.

C.4 Manpower Reporting

C.4.1 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.4.2 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.4.3 Additional information can be found in the clause in this contract entitled CONTRACTOR MANPOWER REPORTING (52.237-4000).

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Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC		

C.5 Project Summary Report. The Contractor shall prepare and submit a Project Summary Report in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423) Data Item A001.

*** END OF NARRATIVE C0003 ***

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MOD/AMD

Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing

D.1.1 All items deliverable under this contract shall be packaged in accordance with standard commercial practice adequate to ensure arrival at destination without damage or loss.

D.2 Marking

D.2.1 The Contractor shall tag or mark all technical data deliverables under this contract with the following information:

TACOM Contract Number
Contractor's Name (or Subcontractor Name, if applicable)
Contractor's Address (or Subcontractor address, if applicable)
A Description of the Deliverable

*** END OF NARRATIVE D0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 11 of 25****PIIN/SIIN** W56HZV-13-C-0363**MOD/AMD****Name of Offeror or Contractor:** NEXGEN COMPOSITES, LLC

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.1 Inspection & Acceptance Point

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

*** END OF NARRATIVE E0001 ***

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

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MOD/AMD

Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

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
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F.1	<u>Delivery</u>		
F.1.1	All items other than data (if any) called for in the contract shall be delivered FOB destination to: US Army Tank Automotive Research, Development and Engineering Center (TARDEC) ATTN: James Newman RDTA 6501 E. 11 Mile Rd. Warren, MI 48397-5000		
F.1.2	Delivery of data set forth in the contract shall be in accordance with the Contract Data Requirements List (CDRL), DD Form 1423 (Exhibit A).		
F.2	Performance - CLIN's 0001AA, 0001AB, 0001AC		
F.2.1	The period of performance shall be six (6) months from the date of award, including submission of the Final Technical Report.		
F.2.2	The Contractor shall prepare and submit a Final Technical Report in Contractor format addressing all of the work performed against the Scope of Work during the contract in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423) Data Item A002. Acceptance of the Final Technical Report will constitute completion of the basic contract period.		
F.3	Project Summary Report: The Contractor shall prepare and submit a Project Summary Report in accordance with the requirements of Exhibit A, CDRL, Data Item Number A001.		
F.4	Contractor Manpower Report		
F.4.1	The Contractor shall submit Contractor manpower reporting data in accordance with C-2, TACOM clause 52.237-4000, entitled "Contractor Manpower Reporting". The report shall be entered on the following website by 31 October each year: https://cmra.army.mil		
	Unit Identification Code (UIC): W4GHAA		
F.5	Final Patent Report		
F.5.1	The Contractor shall submit a Report of Inventions and Subcontracts, Form DD882, within three (3) months after contract completion in accordance with Section I DFARS 252.227-7039 to the Contracting Officer's Representative (COR) and the Contract Specialist. A copy of the form can be obtained at: http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf		

*** END OF NARRATIVE F0002 ***

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Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

G.1 Contractor Special Billing Instructions

G.1.1 The Contractor shall bill to the six-digit SubCLIN and ACRN in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

G.2 DFAS Special Payment Instructions

G.2.1 DFAS will make payments as billed.

G.3 Wide Area Workflow (WAWF) Notification

G.3.1 The Contractor must notify the Contracting Officer's Representative (COR) by e-mail whenever an invoice or public voucher is placed into WAWF for processing and payment. This notification is to ensure timely processing and payment for the invoice or public voucher. The COR needs to review the invoice or public voucher before approval.

*** END OF NARRATIVE G0001 ***

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Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
H-1 52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(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) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

- Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
- Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
- Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
- Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>
- Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(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 CCR 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: DAMI_acqcenweb@conus.army.mil or by calling (586) 282-7059.

SPECIAL PROVISIONS

H.1 Government-Furnished Property (GFP)

H.1.1 The Government may furnish such items of Government-owned property as deemed necessary to assist the Contractor in the performance of the contract requirements.

H.1.2 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 on 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: James Newman, Warren, MI 48397-5000 for redistribution, shipping instructions, release for disposal, or other actions.

H.1.3 Specific Government-Furnished Property to be provided is/are as follows:

Item	Qty	Serial No./NSN (if applicable)	Acquisition Value
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*NONE

*** END OF NARRATIVE H0002 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB/2012
I-2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-3	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-4	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-5	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-6	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-7	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-8	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-9	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-10	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-11	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-12	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-13	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-14	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-15	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-16	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-17	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-18	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-19	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-20	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-21	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-22	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-23	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-24	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-25	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-26	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	OCT/2011
I-27	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-28	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-29	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-30	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-31	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-32	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-33	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-34	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM	MAR/2011
I-35	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-36	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-37	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-38	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-39	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2011
I-40	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-41	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-42	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-43	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-44	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-45	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-46	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-47	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	SEP/2011
I-48	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-49	252.246-7001	WARRANTY OF DATA	DEC/1991
I-50	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)	MAY/2002
I-51	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-52	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.)

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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.

(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

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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.

(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

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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.

(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-53

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 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;

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(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 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 15 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)

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I-54 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the United States Army under Contract No. W56HZV-13-C-0363.

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

(End of clause)

I-55 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL MAR/2012
ITEMS)

I-56 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2009

I-57 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.
None	

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

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

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

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

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

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

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

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

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

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

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(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-58 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-59 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-60 252.223-7001 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.

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

MATERIAL (If None, Insert None.)	ACT	

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

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

(End of clause)

I-61 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

*** END OF NARRATIVE I0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W56HZV-13-C-0363

MOD/AMD

Name of Offeror or Contractor: NEXGEN COMPOSITES, LLC

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	04-SEP-2013		

CONTRACT DATA REQUIREMENT LIST Form Approval OMB No. 0704-0188

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

- A. CONTRACT LINE ITEM NO. (CLIN): 0002
- B. EXHIBIT.....: A
- C. CATEGORY.....: Reports
- D. SYSTEM/ITEM.....: Low Cost Fabrication of Armor Protection Systems for Military Tactical Vehicles
- E. CONTRACT/PR NO.....: W56HZV-13-C-0363
- F. CONTRACTOR.....: NEXGEN COMPOSITES LLC

-
- 1. DATA ITEM NO.....: A001
 - 2. TITLE OF DATA ITEM.....: Research and Development (R&D) Project
Summary
 - 3. SUBTITLE.....: Summary Report
 - 4. AUTHORITY.....: See Item 16
 - 5. CONTRACT REFERENCE.....: C.5
 - 6. REQUIRING OFFICE.....: RDTA-E
 - 7. WAWF/DD250 REQ.....: DD
 - 8. APP CODE.....: A
 - 9. DIST. STATEMENT REQUIRED.: A
 - 10. FREQUENCY.....: See Item 16
 - 11. AS OF DATE.....: Date of Contract Award
 - 12. DATE OF FIRST SUBMISSION: See Item 16
 - 13. DATE OF SUBS. SUBMISSION: See Item 16
 - 14. DISTRIBUTION ADDRESSEES.: Submit reports electronically to the
email addresses shown immediately below:
 - a. JAMES NEWMAN, Contracting Officer's Representative (COR)
Email: james.a.newman83.civ@mail.mil
 - b. LISA KOSKI, Contract Specialist
Email: lisa.m.koski.civ@mail.mil
 - c. Small Business Portal, See Item 16.e below
 - 15. TOTAL.....: 1 ea.
 - 16. REMARKS:
 - a. The contractor shall submit a publicly releasable SBIR Phase I R&D Project Summary within 30 days of the contract end date. The

summary is an unclassified, non-sensitive, and non-proprietary summation of results that is intended for public viewing on the Army SBIR / STTR Small Business Portal. It should address the Data Item requirements on a summary basis and must not exceed 700 words.

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

- i. A summation of the Phase I results;
- ii. A description of the technology being developed;
- iii. The anticipated DoD and/or non DoD customer;
- iv. The plan to transition the SBIR technology to the customer;
- v. The anticipated application/benefits for government and/or private sector use; and
- vi. An image depicting the developed technology.

c. The Contractor shall deliver one (1) draft SBIR Phase I R&D Project Summary five (5) months and one (1) week after contract award. The COR will review the draft report and respond to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final SBIR Phase I R&D Project Summary within fourteen (14) days after receipt of draft comments/approval.

d. If an option is exercised, the contractor shall deliver a draft addendum to the previously submitted SBIR Phase I R&D Project Summary three (3) months and one (1) week after exercise of option. The COR will review the Draft Addendum and respond to the contractor, within seven (7) days of receipt, with comments. The Contractor shall submit the Final Addendum fourteen (14) days after receipt of Draft comments/approval.

e. The final SBIR Phase I R&D Project Summary Report shall be submitted in accordance with the format and instructions posted within the Army SBIR Small Business Portal at <https://portal.armysbir.army.mil/SmallBusinessPortal/Default.aspx> within 30 days of the contract end date.

17. PRICE GROUP.....: N/A

18. ESTIMATED TOTAL PRICE..: N/A

-
- 1. DATA ITEM NO.....: A002
 - 2. TITLE OF DATA ITEM.....: Scientific and Technical Report
 - 3. SUBTITLE.....: Draft & Final Technical Report
 - 4. AUTHORITY.....: DI-MISC-80711A
 - 5. CONTRACT REFERENCE.....: C.2.1.1 & C.2.1.2
 - 6. REQUIRING OFFICE.....: RDTA-E
 - 7. WAWF/DD250 REQ.....: DD
 - 8. APP CODE.....: A
 - 9. DIST. STATEMENT REQUIRED.: See Item 16
 - 10. FREQUENCY.....: See Item 16
 - 11. AS OF DATE.....: Date of Contract Award
 - 12. DATE OF FIRST SUBMISSION: See Item 16

13. DATE OF SUBS. SUBMISSION: See Item 16

14. DISTRIBUTION ADDRESSEES.: Submit reports electronically to the
email addresses shown immediately below:

a. JAMES NEWMAN, Contracting Officer's Representative (COR)
Email: james.a.newman83.civ@mail.mil

b. LISA KOSKI, Contract Specialist
Email: lisa.m.koski.civ@mail.mil

c. Per DFARS clause 252.235-7011
(<http://www.acq.osd.mil/dpap/dars/dfars/html/current/252235.htm#252.235-7011>), each contractor shall:

(a) submit two copies of the approved scientific or technical
report delivered under the contract to the Defense Technical
Information Center, Attn: DTIC-O, 8725 John J. Kingman Road,
Fort Belvoir, VA 22060-6218;

(b) Include a completed Standard Form 298, Report Documentation
Page, with each copy of the report; and

(c) For submission of reports in other than paper copy, contact
the Defense Technical Information Center or follow the
instructions at <http://www.dtic.mil>.

15. TOTAL.....: 1 ea.

16. REMARKS:

a. DI-MISC-80711A is tailored by deleting 10.2. The Final Technical Report shall be in Contractor format and shall address the project objectives, work performed, results obtained, and estimates of technical feasibility.

b. The First (1st) Interim Technical Report shall be delivered two (2) months after date of award.

c. The Second (2nd) Interim Technical Report shall be delivered four (4) months after date of contract award.

d. The draft of the Final Technical Report shall be delivered five (5) months and one (1) week after date of contract award. The draft report shall include a Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR will review the draft and respond to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit the Final Technical Report (with the completed SF 298) within fourteen (14) days after receipt of draft comments/approval.

e. Option CLIN Interim Addendum to the Final Technical Report shall be delivered two (2) months after date of Option exercise.

f. Option CLIN Final Addendum: The Draft Addendum to the Final Technical Report (with a completed SF 298) shall be delivered three (3) months and one (1) week after the date of the Option exercise. The COR will review and respond to the contractor within seven (7) days of receipt. The contractor shall submit the final addendum (with completed SF 298) within fourteen (14) days after receipt of draft comments/approval. Note: The Final Addendum shall be in contractor format and discuss not only the work accomplished during the Phase I basic contract period, but also explain how the Option Period effort ties into the basic contract period effort and the planned Phase II effort.

g. You may download the SF 298 form, from the following internet address: http://www.dtic.mil/dtic/pdf/submit/SF0298_fillable.pdf

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

i. 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:

i. Distribution Statement A: Approved for public release;
distribution unlimited.

ii. Distribution Statement 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.....: N/A

18. ESTIMATED TOTAL PRICE...: N/A

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

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

(1) Files readable using these Microsoft* Office XP or Microsoft* Office 2007 & lower Products: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.

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

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

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

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

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

(1) E-MAIL. Maximum size of each e-mail message shall be ten (10) megabytes. You may use multiple e-mail messages if necessary. However, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

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

U.S. Army TARDEC
Attn: JAMES NEWMAN, RDTA-E
6501 East 11 Mile Road
Warren, MI 48397-5000

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

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