

<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> 27	<b>Pages</b>
<b>2. Contract (Proc. Inst. Ident.) No.</b> W56HZV-13-C-0398		<b>3. Effective Date</b> 2013SEP24	<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY CONTRACTING COMMAND D'ELLE V. REMSEY WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310		<b>Code</b> S2305A	

**e-mail address:** DELLE.V.REMSEY@US.ARMY.MIL

<b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> DM3D TECHNOLOGY, LLC 2350 PONTIAC RD AUBURN HILLS, MI 48326-2461		<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> 3CH35		<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>	
<b>Facility Code</b>		<b>Item</b> 12	
		<b>To The Address Shown In:</b>	

<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<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
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<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <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>	<b>15E. Unit Price</b>	<b>15F. Amount</b>
SEE SCHEDULE					
<b>15G. Total Amount Of Contract</b> →					\$261,983.00

(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	22
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	9	X	J	List of Attachments	27
X	D	Packaging and Marking	16	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	17		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	18		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	19		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	21				

**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>  JOHN M. HOPFNER JOHN.HOPFNER@US.ARMY.MIL (586)282-7359	
<b>19B. Name of Contractor</b>	<b>19c. Date Signed</b>	<b>20B. United States Of America</b>	<b>20C. Date Signed</b> 2013SEP24
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

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	PIIN/SIIN W56HZV-13-C-0398 MOD/AMD	
<b>Name of Offeror or Contractor:</b> DM3D TECHNOLOGY, LLC		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: D'ELLE V. REMSEY  
 Buyer Office Symbol/Telephone Number: CCTA-ASGB/(586)282-9597  
 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 \*\*\*

Regulatory Cite	Title	Date
A-1 52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLC

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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN 0001AA has been deleted and will not be used.

CLIN 0001AA has been replaced by a combination of

CLINs 0004AA, 0004AB, 0004AC, 0004AD, &amp; 0004AE.

\*\*\* END OF NARRATIVE B0001 \*\*\*



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0398 MOD/AMD

Name of Offeror or Contractor: DM3D TECHNOLOGY, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0004	DM3D TECH													
0004AA	<p><u>DMD 405D RETROFIT AND RELOCATION- MILESTONE #1</u></p> <p>GENERIC NAME DESCRIPTION: DM3D TECH                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: R33JD030R3 PRON AMD: 02 ACRN: AA</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></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>28-SEP-2014</td> </tr> </table> <p style="text-align: right;">\$ 13,099.15</p> <p>CLIN 0004AA represents Milestone #1- The Purchase of Maintenance Materials IAW Section C.3.6. An evidence of receipt must be submitted the Government COR for approval.                      (See Exhibit B for details).</p> <p style="text-align: center;">(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	28-SEP-2014	1	SV		\$ 13,099.15
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	28-SEP-2014												
0004AB	<p><u>DMD 405D RETROFIT AND RELOCATION (MILESTONE # 2)</u></p> <p>GENERIC NAME DESCRIPTION: DM3D TECH                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: R33JD030R3 PRON AMD: 02 ACRN: AA</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></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>28-SEP-2014</td> </tr> </table> <p style="text-align: right;">\$ 130,991.50</p> <p>CLIN 0004AB represents Milestone #2- The Purchase of Materials (Inert Chamber Retrofit, Powder Consumables, Spare Parts, and Machine Accessories)IAW</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	28-SEP-2014	1	SV		\$ 130,991.50
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	28-SEP-2014												







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**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
C-1 52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013

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 labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields 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) Direct labor hours (including sub-contractors);
- (6) 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) 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).

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 help desk at : <https://cmra.army.mil>.

End of Clause]

U.S. ARMY TANK-AUTOMOTIVE COMMAND  
ADVANCED MANUFACTURING TECHNOLOGY TEAM  
SCOPE OF WORK

DMD 405D Retrofit and Relocation

C.1 - Program Requirements

C.1.1 Objective

This new contract effort is for engineering services to retrofit and relocate a Direct Metal Deposition (DMD) 405D machine, which is existing Government Furnished Equipment (GFE) currently located at the contractor's (DM3D) facility. Further, as detailed below, the

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contractor shall provide training at the contractors facility for Government personnel on the operation, programming and maintenance of the enhanced DMD 405D machine upon completion of the DMD 405D machine's retrofit, prior to shipment. The contractor shall provide technical support to the Government during the contract period of performance. The contractor shall maintain the DMD 405D machine in operational condition and permit access to the machine for TARDEC personnel at the contractor's facility until the machine is delivered and installed at TARDEC, which shall occur no earlier than December 2, 2013 and no later than March 28, 2014. The contractor shall disassemble, deliver, reassemble, install and demonstrate the machine at US Army TARDEC, Building 200D, Warren, MI 48397 as well as provide spare parts and a spare parts list as defined in C.3.4, machine accessories as defined in C.3.5. and unused powder consumables as defined in C.3.3 at the agreed upon delivery date established at the Post Contractor on-site Training/Pre Equipment Shipment Milestone Meeting. Training material as defined in C.3.8 will be delivered with training at the contractors facility on the date established at the Chamber Retro Fit Milestone Meeting. After demonstration of DMD 405D at the TARDEC facility, the contractor shall provide applied training for Government personnel.

## C.2 Background

The GFE DMD 405D machine resulted from a Small Business Innovation Research (SBIR) program under Contract W56HZV-04-C-0012 with The POM Group Incorporated who is the original equipment manufacturer responsible for design and build of the GFE DMD 405D machine. DM3D Technology, LLC (DM3D) announced the asset purchase of The POM Group Incorporated, including but not limited to, POM's proprietary and patented additive metal DMD technology on December 31, 2012. The addition of this equipment into TARDEC will expand TARDECs prototyping activity with a unique capability to repair and build new parts using powdered metallurgy and to develop process parameters for the organic industrial base to facilitate technology transition to depots.

## C.3 Tasks

### C.3.1 Start of Work Meeting

The contractor shall host a Start of Work meeting at its facility within fifteen (15) days after contract award. The contractor shall invite the Contracting Officer's Representative (COR) identified in Section G of the contract. The COR shall be given at least ten (10) days' advance notice of the time, date, and location of the Start of Work meeting. The preferred method of notification is by email (CDRL A001).

### C.3.2 Inert Chamber Retrofit

The contractor shall design, fabricate, and install an inert chamber in the DMD 405D machine. The inert chamber retrofit required materials shall include laser shielded windows in accordance with ANSI Z136, glove ports, moveable table, antechambers, oxygen sensors, moveable table and gas purification/circulation equipment and software revisions allowing the Government the capability to process oxygen-reactive materials such as titanium and/or magnesium. The contractor shall demonstrate the inert chamber with moveable table retrofit at the contractor's facility NLT 10 days prior to the commencement of training at the contractor's facility. The contractor shall provide electrical, mechanical and hydraulic installation drawings and schematics required for the retrofitted DMD 405D machine, including fittings, connectors, plugs and any schematics required to install the machine into TARDEC facility NLT 60 days prior to the scheduled equipment shipment. The installation requirements shall be one copy of the engineering drawings and associated lists shall be made available to the COR, in addition to one electronic copy delivered to COR. (CDRL A002 & A003).

### C.3.3 Materials/Consumables

The contractor shall provide a list of raw materials required for process development. This shall include: powdered metals, gases, and any additional consumables determined to be required for operation of the equipment. The contractor shall supply the identified powdered consumables listed:

- 20 lbs - Hastalloy C276 powder
- 20 lbs - 4340 steel powder
- 10 lbs - Ti6Al4V powder
- 50 lbs - Stellite 6
- 50 lbs - Stellite 2
- 20 lbs - In625
- 20 lbs - In718

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a. The purpose of the United States Army Garrison Detroit Arsenal's (USAG-DTA) Hazardous Material management program is:

1. Reduce the health risk to all USAG-DTA employees, the public and to protect the environment. This is accomplished by tracking all hazardous materials from the time they enter the installation to the time they are used or disposed of as a waste.
2. Reduce the amount of hazardous materials entering the USAG-DTA
3. Track the location of all hazardous materials on the USAG-DTA.

b. The contractor shall comply with the following requirements:

1. The definition of hazardous material is located in FedStd 313C, dated 1 March 1988.
2. All hazardous material brought onto the Detroit Arsenal must be registered with the HAZMART.
3. Outside contractor's and subcontractor's doing work on the Detroit Arsenal must register their hazardous materials through the HAZMART for bar coding. These contractors and subcontractors will not acquire or purchase their hazardous materials through the HAZMART.
4. All hazardous material brought on the Detroit Arsenal shall have a Safety Data Sheet (SDS). A copy of the SDS (Safety Data Sheets) will be provided to the HAZMART during check in.
5. Hazardous Communication (HAZCOM) Training is required under OSHA.

The contractor shall transport unused powders in the original containers with the Safety Data Sheets (SDS) for each powder during the shipment of the DMD 405D machine to TARDEC. Upon arrival at Detroit Arsenal, the shipment shall proceed to the Hazardous Material Receiving Point (HAZMART) located in the northeast corner of building 203 at 6501 E. 11 Mile Road, Building 203, Warren, MI 48397 for processing of unused consumable powders, which are considered hazardous materials. After processing, the contractor shall proceed to TARDEC Building 200D. (CDRL A002).

#### C.3.4 Spares

The contractor shall develop a list of recommended spares anticipated to be required for the upkeep of the DMD 405D for a 2-year period complete with part numbers, known suppliers, and quantities of spare parts. This shall include all hoses, filters, fittings, nozzles, and other appropriate and required components, including spares required for the inert chamber. The contractor shall provide the list and spares identified on the list and deliver to TARDEC with the shipment of the DMD405D machine (CDRL A002).

#### C.3.5 Machine Accessories

The contractor shall provide process accessories including an Optics Cleaning Kit, a laser alignment tool, a powder weight scale, a laser power meter and a wireless grinder. The accessories shall be available at the contractors facility upon completion of the inert chamber retrofit for use during training at the contractors site to adequately train the Government personnel on the proper use of the accessories. After this demonstration/training is conducted, the contractor shall deliver these machine accessories to TARDEC with shipment of the DMD 405D machine.

#### C.3.6 Machine Maintenance

Prior to the transport of the DMD 405D machine to TARDEC, the contractor shall provide routine maintenance, as well as maintenance support to laser chiller, fume extractor, exhaust system, disk laser, auxiliary chiller, laser computer, lens and mirrors, optics, filters, nozzle and powder delivery, protective class, closed loop system filter in addition to general wear and tear. Routine maintenance shall include maintenance as defined in the operation and maintenance manuals and includes items such as: ensure proper collimator lens to fiber tip distance, returning lenses and mirror, attach and check laser alignment, re-install nozzle, conduct burn test and adjust reflective mirrors as required, re-calibrate closed loop system, check nozzle and powder delivery, check machine movements. Parts shall be included for routine maintenance on laser chiller, disk laser, exhaust system, laser z axis protective mirror, closed loop system filter and protective glass replace.

Machine Maintenance includes part replacement, installation and system verification of one diode power supply in the disk laser unit.

#### C.3.7 Technical Support

The contractor shall provide a total of 40 hours of technical support during the period of performance. The technical support shall

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include responses to Government COR inquiries regarding (i) Errors/Alerts, (ii) Programming, (iii) Process Development, (iv) Scanning and Model development. Technical support shall be furnished during conference calls, in the form of e-mail correspondence, or on-site at the Government facility at TARDEC, depending on the nature of the technical issue. Technical support shall be performed in increments that can be as small as 15 minutes. Hourly usage per week is not predefined, but shall be provided in response to COR requests for technical support as they occur.

#### C.3.8 Machine Training

(a) The contractor shall train five (5) TARDEC engineers/technicians to operate and maintain the retrofitted DMD 405D machine with inert chamber enhancements. This shall include a 56-hour (7 days at 8 hours per day) course at the contractors facility (Auburn Hills, MI), that will include 16 hours of software and programming and 40 hours of process development, fixturing, maintenance schedule and requirements, parts preparation, instruction on equipment operation and hands-on equipment usage on part(s). The 40 hours shall include instruction on safety requirements, personal protective equipment requirements, hazard recognition and emergency shutdown/stop procedures. Upon successful completion of the 56-hour training, the contractor shall provide course certificates to each attendee engineer/technician. At the commencement of training at the contractor's facility, the contractor shall supply the Government five copies of all training materials utilized in this effort and electronic form (one copy), stored on CD/DVD. (CDRL A004).

(b) Additionally, the contractor shall provide an additional 40 hours of applied training at TARDEC in Warren, MI 48397 after the DMD 405D machine has been relocated, installed and made operational. The additional 40 hours shall be in four (4) hour segments with no more than (2) segments in a day. The applied training dates will be coordinated between the contractor and the Government at the start of work meeting.

#### C.3.9 Machine Shipment

The contractor shall ship the DMD 405D machine and all Government owned spares and supplies listed throughout this SOW, with the exception of unused powder consumables per section C.3.3 above, from the contractor facility to TARDEC Building 200D, MS 234, Warren, MI 48397. The contractor shall provide disassembly, packaging and pallets, loading, shipment and delivery and off-loading, as well as material handling services to perform this task.

#### C.3.10 Machine Installation and Demonstration

The contractor shall comply with the following requirements:

1. Comply with applicable OSHA standards, DOD, Army, Federal, state, and local safety and health requirements.
2. Identify and correct unsafe conditions and acts related to the contract work.
3. Report unsafe or hazardous conditions caused by elements out of their control (for example, public or Army personnel adjacent process or work activity and so forth) to the contracting officer or COR.
4. Report all accidents, injuries and illnesses occurring on the project to the contracting officer and the COR in accordance with the contract accident reporting procedures.
5. A system to investigate accidents and provide reports.

The contractor shall prepare and deliver a written sitespecific safety plan for implementing OSHA standards, DOD, Army, Federal, state, and local safety and health requirements to the COR for acceptance. (CDRL A006).

The plan shall include the following:

1. An activity hazard analysis of the significant hazards to life, limb, and property inherent in the specific contract work performance and a plan for controlling these hazards.
2. Designation of the contractor quality control qualified personnel primarily responsible for safety and health at the project site.
3. A description of how the contractor quality control safety duties will be performed on the project. At a minimum, these duties will consist of the following:
  - (a) A prework review of appropriate activity hazard analysis, to be reviewed with each worker.
  - (b) Regular safety training for the workforce.
  - (c) Frequent and regular checks for compliance with contract safety requirements by contractor and subcontractor workforce.

The plan shall address onsite inspection of subcontractors (if any), method of determining accident rates, and traceability of hazards.

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The contractor shall install the DMD 405 machine and all equipment within the TARDEC facility and ensure that the equipment is operational for Government use through demonstration. The contractor shall equip its personnel with all tools required for disassembly and reassembly with delivery of the DMD 405D machine to TARDEC. The Government will ensure all required utilities are available for the contractor to make final connections to the DMD 405D machine in accordance with the contractors installation and equipment drawings delivered to COR in accordance with C.3.2. The contractor shall provide electrical, mechanical and hydraulic installation requirements including fittings, connectors, plugs and schematics required to install and operate the machine at TARDEC facility NLT 60 days prior to the scheduled equipment shipment. (CDRL A002).

#### C.4 Deliverables

##### C.4.1 Contractors Progress, Status and Management Reports

The contractor shall prepare and deliver Contractor's Progress, Status, and Management Reports. All reports shall be submitted via e-mail to describe the progress of work, the status of the deliverables and results of the effort pursued under the Statement of Work. The first submission is due 45 DAC and subsequent submissions shall occur within 10 calendar days after each of the following milestone meetings or timeframes:

- (a) Chamber Retro Fit,
- (b) Post Contractor on-site Training/Pre Equipment Shipment,
- (c) Post Installation and
- (d) 60 days prior to the end of the contract Period of Performance. (CDRL A005).

##### C.4.2 DMD405D Machine with Inert Chamber Retrofit, Spares and Accessories

The contractor shall deliver and install the retrofitted DMD 405D machine to TARDEC on a date to be determined by the Government, but in any event not prior than December 2, 2013 and no later than March 28, 2014. Spares and accessories are to be delivered concurrent with the DMD 405D machine.

##### C.4.3 Training Materials

The contractor shall provide training materials in both hardcopy (five copies) and electronic form (one copy, stored on CD/DVD) at the commencement of training. (CRDL 004)

##### C.4.4 Operation and Maintenance Manuals

The contractor shall provide operation and maintenance manuals in both hardcopy (two copies) and electronic form (one copy, stored on CD/DVD). The contractor shall provide 2 (two) hard copies and one electronic copy of operation and maintenance manuals 15 days prior to the DMD 405D machine shipment to TARDEC per C.4.2 above. The maintenance manuals shall include bills of materials for each equipment piece included in the DMD 405D machine.

##### C.4.5 Consumable Materials/Consumables List

(a) The contractor shall provide the powder consumables not exhausted during training per C.3.3 above. The materials/consumables shall be delivered concurrent with the DMD 405D shipment to TARDEC per C.4.2 above. (b) The consumables list shall be in both hardcopy (one copy) and electronic form (one copy, stored on CD/DVD) and delivered concurrent with the DMD 405D machine shipment to TARDEC per C.4.2 above.

##### C.4.6 Spare Parts/Spare Parts List

(a) The contractor shall provide the identified spare parts and spare parts list for the retrofitted DMD 405D machine. The spare parts and list shall be delivered concurrent with the DMD 405D machine shipment to TARDEC per C.4.2 above. (b) The spare-parts list shall be in both hardcopy (one copy) and electronic form (one copy, stored on CD/DVD).

**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLC**C.4.7 Machine Installation and Demonstration**

- (a) The contractor shall provide a written site-specific safety plan to comply with applicable OSHA standards, DOD, Army, Federal, state, and local safety and health requirements per C.3.10 above.
- (b) The draft site-specific safety plan shall be submitted in hard-copy (one copy) at the Start of Work Meeting and subsequent submissions shall be in both hardcopy (one copy) and electronic form (one copy, stored on CD/DVD). If there are any proposed subsequent submission(s) of the safety plan, the submission(s) shall be presented to the Government for approval within 7 days after the Start of Work Meeting. The Government will respond to the submissions within 7 days of receiving them.

**C.5 Government-Furnished Support**

TARDEC will provide pneumatic and electrical outlets for contractor provided tools at installation site within TARDEC Building 200D during the hours 0630 1700 Monday through Friday. One copy of each equipment manual shipped with the DMD 405D will be made available for the contractors use at the TARDEC facility during Machine Installation and Demonstration per C.3.10 above.

**C.6 Period of Performance**

The base period of performance for this effort is 12 months from the date of contract award, which may be extended by the contracting officer per section H, of this contract in the form of two option years, each of which can be exercised to add up to an additional 12 months of performance, for a maximum potential performance period of 36 months.

**C.7 Manpower Reporting**

C.7.1 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.7.2 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.7.3 Additional information can be found in the clause in this contract entitled CONTRACTOR MANPOWER REPORTING (52.237-4000).

**Safety Reference Documents:**

1. FAR 11.304 Acceptable Material and Clause 52.211-5
2. FAR 23.3 Hazardous Material Identification and Material Safety Data and Clause 52.223-3
3. FAR 23.6-Notice of Radioactive Material and Clause 52.223-7
4. FAR 23.11-Encouraging Contractor Policies to Ban Text Messages While Driving and clause 52.223-18
5. DFARS 223.71, Storage and Disposal of Toxic and Hazardous Materials and Clause 252.223-7006
6. FAR 36.507, Permits and Responsibilities and Clause 52.236-7
7. FAR 36.513, Accident Prevention and Clause 52.236-13
8. Army Regulation (AR) 385-10, The Army Safety Program

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**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLC

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9. EM 385-1-1 Safety and Health Requirements Manual

\*\*\* END OF NARRATIVE C0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-C-0398 <b>MOD/AMD</b>	<b>Page 16 of 27</b>
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**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLC

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing:

The Contractor shall package and pack all items deliverable under this Contract in accordance with standard commercial practice to assure 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 Contract number, contractor name and address and, where applicable, 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 under this Contract with the following information:

- TACOM Contract and Task Order Number
- Contractor's Name
- Contractor's Address
- A Description of the Material or Hardware

\*\*\* END OF NARRATIVE D0001 \*\*\*

**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLC

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

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

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE	AUG/1996
E-2	52.246-13	INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

INSPECTION AND ACCEPTANCE

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 \*\*\*

**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLC

SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

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

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<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.1 DELIVERY

All deliveries shall be made in accordance with the Contract, or as otherwise directed by the Contracting Officer or authorized representative and shall be packaged and marked in accordance with Section D.

F.1.1 Any deliverables requiring a physical address shall be shipped to:

U.S. ARMY TARDEC  
 CATHERINE THOMAS, COR  
 RDTA-EN, BUILDING 200  
 6501 EAST 11 MILE ROAD  
 WARREN, MI 48397-5000

F.2 METHOD OF DELIVERY

F.2.1 All deliveries shall be made on a FOB DESTINATION basis.

F.3 DELIVERY DATE

F.3.1 Delivery dates shall be in accordance with each deliverable as described in the Section C Scope of Work.

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



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**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLCG-3 52.227-4004 RELEASE OF INFORMATION  
(TACOM)

OCT/2012

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, 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

[www.asaie.army.mil/Public/IE/Toolbox/documents/r360\\_1.pdf](http://www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf)

[End of Clause]

G-4 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)

AUG/2012

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code: 3CH35
- Issue and Admin DoDAAC Code: W56HZV
- Ship-To DoDAAC Code: W91ATL
- Accept-By DoDAAC Code: W91ATL
- Payment DoDAAC Code: HQ0337

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLC

## 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.

## H.1 Option Clause

H.1.1 The Government reserves the right to unilaterally exercise Option 1 (CLIN 0005AA) from contract award up to the base period of performance ending date (28 SEP 2014). The contractor shall perform Option 1 in accordance with Section C.6 if the government exercises Option 1. If exercised, the option effort will be awarded on a no cost basis as set forth in Section B, unless otherwise modified by the Contracting Officer. The Contracting Officer can exercise the option in whole or in part, and in one or more increments. The option, if exercised, will have a performance period of up to twelve (12) months starting from the end of the base contract period of performance ending date (28 SEP 2014).

H.2.1 The Government reserves the right to unilaterally exercise Option 2 (CLIN 0006AA) up to 24 months after contract award. The contractor shall perform Option 2 in accordance with Section C.6 if the government exercises Option 2. If exercised, the option effort will be awarded on a no cost basis as set forth in Section B, unless otherwise modified by the Contracting Officer. The Contracting Officer can exercise the option in whole or in part, and in one or more increments. The option, if exercised, will have a performance period of up to twelve (12) months starting from the end of the Option 1 contract period of performance (28 SEP 2015).

\*\*\* END OF NARRATIVE H0001 \*\*\*

Name of Offeror or Contractor: DM3D TECHNOLOGY, LLC

## SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

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

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<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	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2013
I-11	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-12	52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY/2006
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
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	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-22	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-26	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-28	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-29	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-30	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-31	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-35	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-37	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-38	52.232-1	PAYMENTS	APR/1984
I-39	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	OCT/2010
I-44	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-45	52.232-25	PROMPT PAYMENT	OCT/2008
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-47	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD	AUG/1996

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Name of Offeror or Contractor: DM3D TECHNOLOGY, LLC

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-51	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-54	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-55	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-56	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-57	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-58	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-59	52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR/1984
I-60	52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS	APR/1984
I-61	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-62	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-63	52.249-3	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS)	APR/2012
I-64	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-66	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-67	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-68	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	DEC/2008
I-69	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-70	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-71	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-72	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-73	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-74	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-75	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-76	252.217-7015	SAFETY AND HEALTH	DEC/1991
I-77	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-78	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-79	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-80	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-81	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-82	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAY/2013
I-83	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-84	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS (MAY 2013) -- ALTERNATE I (DEC 2011)	DEC/2011
I-85	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-86	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-87	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-88	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-89	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-90	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-91	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-92	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-93	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-94	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-95	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2013
I-96	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-97	252.246-7001	WARRANTY OF DATA	DEC/1991
I-98	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.

**Name of Offeror or Contractor:** DM3D TECHNOLOGY, LLC

(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 3 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

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

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

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

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

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

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

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

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

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

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

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently 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 14 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.

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(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-99                    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 Army Contracting Command - Warren under Contract No. (TBD).

(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 Army Contracting Command.

(End of clause)

I-100                    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-101                    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

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shall be transmitted electronically.

[End of Clause]

I-102            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]

**CONTINUATION SHEET**

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**MOD/AMD**

**Name of Offeror or Contractor:** DM3D TECHNOLOGY, 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			
Exhibit B	PERFORMANCE BASED PAYMENTS MILESTONE CHART			

1. DATA ITEM NO. A001
2. TITLE OF DATA ITEM: Report, Start of Work Meeting Minutes
3. SUBTITLE:
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.3.1
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: See block 16
10. FREQUENCY: See block 16
11. AS OF DATE: See block 16
12. DATE OF FIRST SUB: See block 16
13. DATE OF SUBS. SUB: See block 16
14. DISTRIBUTION: Submit reports electronically to the email addresses shown below:

Catherine Thomas, CONTRACTING OFFICERS REPRESENTATIVE,  
E-MAIL: <mailto:catherine.l.thomas30.civ@mail.mil>

15. TOTAL: Final Reg - 1
- 

16. REMARKS:

1. The contractor shall generate and provide to the Government COR minutes that document the technical information and data required to record decisions and agreements reached during start of work meeting with Government personnel, meetings with subcontractors, and E-mail or telephone discussions during which conclusions or program direction decisions are made, or new information is discovered or clarified.
  2. The format shall use contractor format.
  3. The date of first submission shall be within 7 days following the occurrence of the meeting.
  4. The distribution statement on the software shall be "FOR OFFICIAL USE ONLY", unless specified otherwise by the COR.
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17. PRICE GROUP: N/A
  18. ESTIMATED TOTAL PRICE: N/A
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1. DATA ITEM NO. A002
2. TITLE OF DATA ITEM: Drawings: Engineering & Associated Lists
3. SUBTITLE:
4. AUTHORITY: DI-SESS-81000D
5. CONTRACT REFERENCE: C.3.2, C.3.3, C.3.4, C.3.10
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: See block 16
10. FREQUENCY: See block 16
11. AS OF DATE: See block 16
12. DATE OF FIRST SUB: See block 16
13. DATE OF SUBS. SUB: See block 16
14. DISTRIBUTION: Submit reports electronically to the email addresses shown below:

Catherine Thomas, CONTRACTING OFFICERS REPRESENTATIVE,  
E-MAIL: <mailto:catherine.l.thomas30.civ@mail.mil>

15. TOTAL: Draft (1) Final Reg (1) Final Repro (1)

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16. REMARKS:

Engineering drawings and associated lists convey to the Government developmental and final designs concerning DMD405D machine as called for by the work directive under the contract.

All drawing and lists shall be in contractor format unless superseded by the requirements of individual contract requirements

The Contractor shall deliver Product Drawings/Model and Associated Lists, including exploded view drawings. The Contractor shall deliver these materials within fourteen (14) days after completion or as requested in the contract.

BLK 9: This statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only.

BLK 10: The frequency of these reports shall be AS Required (ASREQ), or as defined in applicable Work Directive. The frequency shall be as needed to communicate with the COR (drafts) and once (final) and one (reproducible) at the completion of the work directive, supplied with the delivery of DMD405D machine to TARDEC.

BLK 12: The first submission shall be no later than (NLT) ten (10) days after completion or of the first request for such data, as indicated in applicable Statement of Work.

BLK 13: Subsequent submissions shall be due NLT ten (10) days after subsequent requests, or as indicated in applicable Statement of Work.

Drawings must be in full accordance with Data Item Description (DID) DI-SESS-81000D (Product Drawings/Models and Associated Lists), as well as MIL-DTL-31000C (Detail Specification for Technical Data Packages). The Contractor shall submit 3-dimensional models of the items developed under this contract. Files must be generated using PRO/E or be capable of being imported into Pro/E and other applications without significant data loss.

One copy of the engineering drawings and associated lists shall be made available to the COR, in addition to one electronic copy.

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17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

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1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: Electronic Drawings and Associated Lists
3. SUBTITLE:
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.3.2
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: See block 16
10. FREQUENCY: See block 16
11. AS OF DATE: See block 16
12. DATE OF FIRST SUB: See block 16
13. DATE OF SUBS. SUB: See block 16
14. DISTRIBUTION: Submit reports electronically to the email addresses shown below:

Catherine Thomas, CONTRACTING OFFICERS REPRESENTATIVE,  
E-MAIL: [mailto:catherine.l.thomas30.civ@mail.mil](mailto:mailto:catherine.l.thomas30.civ@mail.mil)

15. TOTAL: Final Reg (1) Final Repro (1)

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16. REMARKS: N/A

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17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

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1. DATA ITEM NO. A004
2. TITLE OF DATA ITEM: Presentation Training Material
3. SUBTITLE:
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.3.8
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: See block 16
10. FREQUENCY: See block 16
11. AS OF DATE: See block 16
12. DATE OF FIRST SUB: See block 16
13. DATE OF SUBS. SUB: See block 16
14. DISTRIBUTION: Submit reports electronically to the email addresses shown below:

Catherine Thomas, CONTRACTING OFFICERS REPRESENTATIVE,  
E-MAIL: <mailto:catherine.l.thomas30.civ@mail.mil>

TOTAL: Final Reg (5) Final Repro (1)

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16. REMARKS:

Information shall be prepared for training, displaying photographs and drawings where appropriate to convey the operation and maintenance of the equipment. Visual training shall be provided electronically in Microsoft PowerPoint, Word or Excel as appropriate and available at commencement of the first date of training.

Presentation materials can be visual (e.g. slideshow) and tangible (e.g. handouts) covering the transmission of project information during training. Training materials are due to the COR on the first day of the scheduled training.

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17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

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1. DATA ITEM NO. A005
2. TITLE OF DATA ITEM: Contractors Progress, Status and Mgmt. Report
3. SUBTITLE:
4. AUTHORITY: DI-MGMT-80227
5. CONTRACT REFERENCE: C.4.1
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: "For Official use Only"
10. FREQUENCY: Monthly
11. AS OF DATE: Upon Contract Award
12. DATE OF FIRST SUB: 12 60 DAC
13. DATE OF SUBS. SUB: Milestones
14. DISTRIBUTION: Submit reports electronically to the email addresses shown below:

Catherine Thomas, CONTRACTING OFFICERS REPRESENTATIVE,  
E-MAIL: <mailto:catherine.l.thomas30.civ@mail.mil>

15. TOTAL: Final Reg (2) (1 for ACO & 1 for COR)

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16. REMARKS:

The Contractor shall submit via email technical reports that describe the progress of work and the status of the deliverables and results of the tasks pursued under the work directive. The discussion shall describe completely the technical details pertinent to the task and detail the necessary steps, if any, required to further improve the item or study requested in the Statement of Work (SOW). The progress & status report indicates the progress of work and the status of the program at the following milestone meetings: Chamber Retro Fit, Post Contractor on-site Training/Pre Equipment Shipment, Post Installation and Period of Performance.

BLK 8- The requiring office is the approval authority for these reports. . The Government will have ten (10) days to review the draft. The draft and any Government comments will be sent back to the contractor for changes. The contractor shall have fifteen (15) days to make changes, if applicable, and submit a revised report. If after ten (10) days the Government has failed to approve or disapprove the report, the report will be deemed approved by default. If the approval authority disapproves the report, the contractor shall have ten (10) days to amend the report and resubmit it per the governments comments. Note that all report versions shall be submitted with a completed Standard Form (SF) 89 (report Documentation Page) as the reports cover page and may be in Contractors format.

BLK 9- The statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only.

BLK 12- first submission will be a draft report due thirty (60) days after the close of contract award.

The COR is responsible for accepting or rejecting the Contractor's Scientific and Technical Report

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17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

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1. DATA ITEM NO. A006
2. TITLE OF DATA ITEM: Safety Plan
3. SUBTITLE:
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.3.10
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: "For Official use Only"
10. FREQUENCY: See Block 16
11. AS OF DATE: Upon Contract Award
12. DATE OF FIRST SUB: Start of Work Meeting
13. DATE OF SUBS. SUB: See Block 16
14. DISTRIBUTION: Submit reports electronically to the email addresses shown below:

Catherine Thomas, CONTRACTING OFFICERS REPRESENTATIVE,  
E-MAIL: <mailto:catherine.l.thomas30.civ@mail.mil>

15. TOTAL:                      Draft (1)                      Final Reg (1)                      Final Repro (1)

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16. REMARKS:

The contractor shall generate and provide a written site-specific plan for implementing OSHA standards, DOD, Army, Federal, state, and

local safety and health requirements to the contracting officer for acceptance. The format shall be contractor format. The date of first submission shall be the same date as the start of work meeting. If there are any proposed subsequent submission(s) of the safety plan, the submission(s) shall be presented to the Government for approval within 7 days after the Start of Work Meeting. The Government will respond to the submissions within 7 days of receiving them.

BLK 9- The statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only. The distribution statement on the software shall be "FOR OFFICIAL USE ONLY", unless specified otherwise by the COR.

BLK 12- first submission will be a draft report due at Start of Work Meeting.

BLK 13- The requiring office is the approval authority for these reports. The Government will have ten (10) days to review the draft. The draft and any Government comments will be sent back to the contractor for changes. The contractor shall have fifteen (15) days to make changes, if applicable, and submit a revised report. If after ten (10) days the Government has failed to approve or disapprove the report, the report will be deemed approved by default. If the approval authority disapproves the report, the contractor shall have ten (10) days to amend the report and resubmit it per the governments comments. Note that all report versions shall be submitted with a completed Standard Form (SF) 89 (report Documentation Page) as the reports cover page and may be in Contractor's format.

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17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

Milestone #1: Purchase of Machine Maintenance Materials

Percentage to be Paid: 5%

Requirement for Milestone Completion: Evidence of Receipt Must Be Submitted to the Government COR for Approval.

Milestone #2: Purchase of Materials - Inert Chamber Retrofit, Powder Consumables, Spare Parts, & Machine Accessories

Percentage to be Paid: 50%

Requirement for Milestone Completion: Evidence of Receipt Must Be Submitted to the Government COR for Approval.

Milestone #3: Chamber Retrofit (Labor & Machine Maintenance)

Percentage to be Paid: 25%

Requirement for Milestone Completion: Approval by COR through On-Site Visit (Evidence via Machine Demonstration)

Milestone #4: Post Installation (Labor, Training, Shipping, & Installation)

Percentage to be Paid: 10%

Requirement for Milestone Completion: Approval by COR at Conclusion of Installation (Evidence via Machine Demonstration)

Milestone #5: Completion of all Remaining Tasks

Percentage to be Paid: 10%

Requirement for Milestone Completion: Approval by COR at Conclusion of all Remaining Tasks.