AWARD/CONTRACT

1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ▶	**Rating** DOA4	**Page** 1 **Of** 41 **Pages**	
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-C-0117	**3. Effective Date** 2014JUN30	**4. Requisition/Purchase Request/Project No.** SEE SCHEDULE	

5. Issued By **Code** W56HZV

U.S. ARMY CONTRACTING COMMAND
LISA M. KOSKI
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

e-mail address: LISA.M.KOSKI.CIV@MAIL.MIL

6. Administered By (If Other Than Item 5) **Code** S0507A

DCMA LATHROP
P O BOX 232
700 EAST ROTH ROAD, BLDG 330
(LATHROP, CA)
FRENCH CAMP CA 95231-0232

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

SA PHOTONICS, INC.
130 KNOWLES DR STE A
LOS GATOS, CA 95032-1832

Code 3CAT9 **Facility Code**

8. Delivery

☐ **FOB Origin** ☒ **Other (See Below)**

9. Discount For Prompt Payment

10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In: ▶ **Item** 12

11. Ship To/Mark For **Code**

SEE SCHEDULE

12. Payment Will Be Made By **Code** HQ0339

DFAS-COLUMBUS CENTER
DFAS-CO WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
COLUMBUS, OH 43218-2381

13. Authority For Using Other Than Full And Open Competition:

☐ **10 U.S.C. 2304(c)( )** ☐ **41 U.S.C. 253(c)( )**

14. Accounting And Appropriation Data

SEE SECTION G

15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					

15G. Total Amount Of Contract → $999,275.43

16. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	41
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Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. ☒ **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. ☐ **Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)**

19A. Name And Title Of Signer (Type Or Print)

20A. Name Of Contracting Officer

LYNN M. BYRNE
LYNN.M.BYRNE.CIV@MAIL.MIL (586)282-2703

19B. Name of Contractor

By _____
(Signature of person authorized to sign)

19c. Date Signed

20B. United States Of America

By /SIGNED/
(Signature of Contracting Officer)

20C. Date Signed 2014JUN30

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LISA M. KOSKI
Buyer Office Symbol/Telephone Number: CCTA-ASG-A/(586)282-6384
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Research and Development Contracts
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

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

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

[End of Provision]

Name of Offeror or Contractor: SA PHOTONICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	PHASE II SBIR - 14.A The contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C - Description/Specification/Work Statement. The amount shown below is the total negotiated amount as stated in Section B.1.1 to be funded in accordance with the funding schedule set forth in B.2.2. Est. Cost: $933,030.28 Fixed Fee: $66,245.15 Total Amount: $999,275.43 (End of narrative B001)				
0001AA	PHASE II SBIR - SERVICES LINE ITEM (1ST INCREMENT)	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	$ 511,597.84 $ 36,323.45 $ 547,921.29
	SERVICE REQUESTED: PHASE II SBIR - 14.A CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R33SB062R3 PRON AMD: 01 ACRN: AA PSC: AD22 The first increment of funding is obligated on this Sub-CLIN 0001AA in accordance with the funding schedule set forth in Section B.2.2. (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 29-JUN-2016 $ 547,921.29				
0001AB	PHASE II SBIR - 2ND INCREMENT (UNFUNDED)	1	LO	Estimated Cost Fixed Fee Not to Exceed	$ 421,432.44 $ 29,921.70

Name of Offeror or Contractor: SA PHOTONICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				(Funding)	$ 451,354.14
	SERVICE REQUESTED: PHASE II SBIR - 14.A CLIN CONTRACT TYPE: Cost Plus Fixed Fee PSC: AD22 This Sub-CLIN 0001AB is the second increment of fundings and is currently UNFUNDED. Funding is anticipated to be obligated on this Sub-CLIN in accordance with the funding schedule set forth in Section B.2.2. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: UNDEFINITIZED				
0002	DATA ITEM: CDRL (DD FORM) EXHIBIT A SERVICE REQUESTED: CDRL (DD FORM 1423) EXHIBIT A PSC: AD22 CLIN CONTRACT TYPE: No Cost Technical Data as set forth in Contract Data Requirements List (CDRL) DD Form 1423, herein after referred to as Exhibit A. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: AS REQUIRED	1	LO		
0003	DATA ITEM: CONTRACTOR MANPOWER REPORTING SERVICE REQUESTED: CONTRACTOR MANPOWER REPORTING	2	LO		

Name of Offeror or Contractor: SA PHOTONICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PSC: AD22 CLIN CONTRACT TYPE: No Cost The contract shall provide the information required by the Contract Clause entitled CONTRACTOR MANPOWER REPORTING (CMR), TACOM Clause 52.237-4000, in Section C-2 Unit Indentification Code (UIC): W4GHAA (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD / QUANTITY / PERF COMPL DATE 001 / 2 / AS REQUIRED				
0004	DATA ITEM: DD FORM 882 REPORT OF INVENTIONS SERVICE REQUESTED: DD FORM 882 REPORT OF INVENT. PSC: AD22 CLIN CONTRACT TYPE: No Cost The contractor shall submit a Report of Inventions and Subcontracts, DD Form 882, within three (3) months after contract completion in accordance with Section I DFARS clause 252.227-7039. A copy of the form can be obtained at: http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD / QUANTITY / PERF COMPL DATE 001 / 2 / AS REQUIRED	2	LO		

B.1 ESTIMATED COST & PAYMENT

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

Est. Cost:	$933,030.28
Fixed Fee:	$ 66,245.15
Total Amount:	$999,275.44

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

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

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

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

B.2 FUNDING

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

LIMITATION OF FUNDS, FAR 52.232-22

LIMITATION OF GOVERNMENTS OBLIGATION, DFARS 252.232-7007

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

B.2.2 Funding Schedule:

Performance Period	Amount
Date of contract award through twelve (12) months after date of contract award	$547,921.29
Twelve (12) months and one (1) day after date of contract award through completion	$451,354.14
Total	$999,275.43

B.3 Funds Allotted: The amount of funds currently allotted to this contract is $547,921.29.

*** END OF NARRATIVE B0001 ***

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	SEP/2013

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees 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. The contractor shall provide the Government with minutes of the Start of Work Meeting within 7 days after the meeting is held.

[End of Clause]

C-2	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 September30. 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]

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 Introduction

C.1.1 The Contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the efforts described in this SBIR Phase II Statement of Work.

C.2 Research and Development Requirements

C.2.1 The Contractor shall research, develop and deliver a stereoscopic head-steered head mounted display (HMD) system for control of an unmanned ground vehicle, by performing the following tasks:

a. Integrate initial HMD systems:

i. Develop low profile HMD mount that projects less than 2 inches in the forward direction. Design updates shall be provided in the third bi-monthly progress report (CDRL A001). Approval by the Government will be provided within 14 days of receipt of the report.

ii. Build see-through and direct view HMDs to the specifications in Table 1 below.

Table 1: HMD specification Matrix

Specification	Value
Exit Pupil	10 mm
Eye Relief	22.3 mm
Horizontal Field of View	53 degrees
Vertical Field of View	33 degrees
See-through transmission	>40%
Overlap	100%
Adjustments	IPD, Fore-aft, Vertical
Interpupillary Distance (IPD) Adjustment Range	55 to 75 mm
Weight, eyepiece	< 40g
Brightness (to eye)	>30 fL
Mounting	Soft mount or helmet

iii. Install HMDs into TARDEC remote vehicle/bulldozer test-bed located at TARDEC location in Warren, MI within 9 months after contract award.

b. Perform head tracker design and build:

i. Requirements definition

1. Establish head tracker requirements.

2. Provide head tracker requirements matrix in the first bi-monthly progress report (CDRL A001).

3. Hold system requirements review (SRR) for head tracker in accordance with (IAW) section C.3.2.

ii. Conceptual design

1. Develop a mockup hybrid head tracker

2. Provide head tracker tradeoff matrix in the second bi-monthly progress report.

3. Provide a conceptual design of three head tracker types: fiducial, iterative closest point, and a micro-electromechanical system (MEMS) hybrid in the fourth monthly progress report. Approval by the Government will be provided within 14 days of receipt of the report.

4. Hold head tracker system concept review (SCR) IAW section C.3.3.

iii. Preliminary design:

1. Down select to a primary and a backup tracker concept.

2. Provide the preliminary designs of the primary and backup head trackers in the fourth bi-monthly progress report (CDRL A001). Approval by the Government will be provided within 14 days of receipt of the report.

3. Hold head tracker preliminary design review (PDR) IAW section C.3.4.

iv. Detailed design:

1. Provide detailed design of the primary head tracker in the fifth bi-monthly progress report (CDRL A001). Approval by the Government will be provided within 14 days of receipt of the report.

2. Hold head tracker critical design review (CDR) IAW section C.3.5.

c. Build head steered camera system testbed as a surrogate for the TARDEC testbed. The testbed shall provide a mobile tele-operated platform that provides video of at least 1920x1080 resolution, 60 Hz frame rate, and 24-bit color to the HMD.

i. Procure surrogate robotic vehicle

ii. Select cameras and pan/tilt unit

iii. Integrate head tracker and head steered camera system and test

d. Integrate head steered camera system into TARDEC testbed:

i. Design mounting for pan/tilt unit, which shall be provided in the eighth bi-monthly progress report (CDRL A001). Approval by the Government will be provided within 14 days of receipt of the report.

ii. Select cabling for wired connection between vehicles.

iii. Coordinate with COR to install head steered camera system into TARDEC testbed no later than seventeen (17) months after contract award.

iv. Coordinate with COR to conduct usability assessment of head steered camera system on TARDEC testbed. Results of the usability assessment shall be provided in the ninth bi-monthly progress report (CDRL A001). Approval by the Government will be provided within 14 days of receipt of the report.

e. Develop electronically controllable see-through HMD, which shall meet the specifications in Table 1under C.2.1(a)(ii) above but shall allow electronic switching between see-through and direct view modes:

i. Establish requirements for electronically controllable transmittance assembly to be built by Alpha Micron and submit as part of the ninth bi-monthly progress report (CDRL A001). COR approval within 14 days of receiving report.

ii. Build guest-host dye electronically controllable transmittance assembly after COR approval of the ninth bi-monthly report (CDRL A001).

iii. Integrate and test electronically controllable transmittance assembly on see-through HMD at the contractor facility, the results of the integration and testing shall be reported in no later than tenth bi-monthly progress report (CDRL A001). Approval by the Government will be provided within 14 days of receipt of the report.

iv. Retrofit shutter onto TARDEC HMD. The retrofit shall completed no later than twenty-two (22) months after contract award. The contractor shall coordinate the timing of the retrofit with the COR no later than one (1) month prior to requested date.

f. Investigate future system concepts and provide the results in the Final Report (CDRL A002).

i. Wireless video transfer

ii. Develop design/integration plan for Bradley/APC/Abrams

C.3 Meetings

C.3.1 Kickoff Meeting

C.3.1.1 The Contractor shall plan and conduct a one (1) day kickoff meeting to be held at TARDEC within thirty (30) days after contract award. At the meeting, the contractor shall explain their intended approach for accomplishing the contract SOW. The contractor shall prepare briefing charts for presentation during the meeting detailing the intended approach. Briefing charts shall be in contractor format. The presentation materials from the kickoff meeting shall be provided with the first progress report (CDRL A001).

C.3.1.2 The Contractor shall contact the COR a minimum of two (2) weeks in advance to coordinate the meeting. The Contractor shall also invite the Procuring Contracting Officer (PCO) and the Contract Specialist listed on page (1) one of the contract and the Administrative Contracting Officer (ACO) listed in Section G of the contract.

C.3.2 Head Tracker System Requirements Review

C.3.2.1 The Contractor shall plan and conduct a one (1) hour meeting to be held via telephone conference within two and a half (2.5) months after contract award. At the meeting, the contractor shall explain the requirements for developing the head tracker. The contractor shall prepare briefing charts for presentation during the meeting detailing the requirements for developing the head tracker. Briefing charts shall be in contractor format. The presentation material from this review shall be provided with the monthly progress report (CDRL A001) that immediately follows completion of this review meeting.

C.3.2.2 The Contractor shall contact the COR a minimum of two (2) weeks in advance to coordinate the meeting.

C.3.3 Head Tracker System Concept Review

C.3.3.1 The Contractor shall plan and conduct a one (1) hour meeting to be held via telephone conference within four and a half (4.5) months after contract award. At the meeting, the contractor shall explain their conceptual design for the head tracker. The contractor shall prepare briefing charts for presentation during the meeting detailing the conceptual design for the head tracker. Briefing charts shall be in contractor format. The presentation material from this review shall be provided with the monthly progress report (CDRL A001) that immediately follows completion of this review meeting.

C.3.3.2 The Contractor shall contact the COR a minimum of two (2) weeks in advance to coordinate the meeting.

C.3.4 Head Tracker Preliminary Design Review

C.3.4.1 The Contractor shall plan and conduct a one (1) hour meeting to be held via telephone conference within eight and a half (8.5) months after contract award. At the meeting, the contractor shall explain their preliminary design for the head tracker. The contractor shall prepare briefing charts for presentation during the meeting detailing the preliminary design for the head tracker. Briefing charts shall be in contractor format. The presentation material from this review shall be provided with the monthly progress report (CDRL A001) that immediately follows completion of this review meeting.

C.3.4.2 The Contractor shall contact the COR a minimum of two (2) weeks in advance to coordinate the meeting.

C.3.5 Head Tracker Critical Design Review

C.3.5.1 The Contractor shall plan and conduct a one (1) hour meeting to be held via telephone conference within ten and a half (10.5) months after contract award. At the meeting, the contractor shall explain their detailed design for the head tracker. The contractor shall prepare briefing charts for presentation during this meeting detailing the design for the head tracker. The briefing charts shall be in contractor format. The presentation material from this review shall be provided with the monthly progress report (CDRL A001) that immediately follows this review meeting.

C.3.5.2 The Contractor shall contact the COR a minimum of two (2) weeks in advance to coordinate the meeting.

C.3.6 Interim Progress Review

C.3.6.1 The Contractor shall plan and conduct one (1) interim progress review (IPR) meeting, which shall be held at TARDEC 12.5 months after contract award. In the event that circumstances warrant, the COR and the Contractor may agree to an alternate location or to a tele-conference. At the meeting, the contractor shall describe the progress to date on the contract SOW and the plans for completing the contract SOW. The contractor shall prepare briefing charts for presentation during this meeting detailing the contract progress to date and plans for completing the contract SOW. Briefing charts shall be in contractor format. The presentation material from the IPR shall be provided with the monthly progress report (CDRL A001) that immediately follows completion of this meeting.

C.3.6.2 The Contractor shall contact the COR a minimum of two (2) weeks in advance to coordinate the meeting. At a minimum, the Contractor shall also invite the Procuring Contracting Officer (PCO) and the Contract Specialist listed on page (1) one of the contract and the Administrative Contracting Officer (ACO) listed in Section G of the contract.

C.3.7 Final Meeting and Demonstration

C.3.7.1 The Contractor shall plan and conduct the final meeting and a system demonstration, which shall be held at TARDEC 24 months after contract award. The meeting shall include a demonstration that the system is capable of all performance specifications described in Sections C.2. The contractor shall prepare briefing charts for presentation during this meeting with details t of the research performed, the design choices made in developing the HMD, and the integration and test results. Briefing charts shall be in contractor format. The presentation material from the final meeting shall be provided with the final report (CDRL A002).

C.3.7.2 The Contractor shall contact the COR a minimum of two (2) weeks in advance to coordinate the meeting. At a minimum, the Contractor shall also invite the Procuring Contracting Officer (PCO) and the Contract Specialist listed on page (1) one of the contract and the Administrative Contracting Officer (ACO) listed in Section G of the contract

C.4 Deliverables

C.4.1 The Contractor shall submit progress reports every two months in accordance with CDRL item A001. The first bi-monthly progress report is due sixty (60) days after contract award.

C.4.2 The Contractor shall prepare and submit a draft and final technical report addressing all the technical information concerning the heads-up display system, described in Section C.2, in accordance with CDRL item A002. The report shall include the results of all tests performed on the system, technical specifications, interfaces, and diagrams of all components of the system, and instructions detailing the operation of all delivered software and hardware. The Contractor shall submit the draft technical report twenty-three (23) months after contract award. The COR has fourteen (14) days after receipt of the draft to review and comment. The Contractor shall deliver the final technical report fourteen (14) days after receipt of draft comments.

C.4.3 At the end of the contract, the Contractor shall deliver to the COR the prototype system, both hardware and software, as described in Section C.2. The system consists of the direct-view and see-through wide field-of-view HMDs, the head tracker system, the pan/tilt unit with high resolution cameras, and the electronically controllable modules for the see-though HMD.

C.4.4 The Contractor shall deliver a draft and final SBIR Phase II Research and Development (R&D) Project Summary in accordance with CDRL Data Item A003. The Contractor shall reference the tailored DID DI-MISC-81612A.

*** END OF NARRATIVE C0001 ***

SECTION D - PACKAGING AND MARKING

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

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

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

[End of Clause]

D.1 PACKAGING & PACKING

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

D.2 MARKING

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

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

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

*** END OF NARRATIVE D0001 ***

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/VFDFARA.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.

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-2	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

E.1 INSPECTION & ACCEPTANCE POINT

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

*** END OF NARRATIVE E0001 ***

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/VFDFARA.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.

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-4	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-5	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A	N/A
N/A	N/A
N/A	N/A

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A	N/A
N/A	N/A
N/A	N/A

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in
Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in
Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information
technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

F.1 PERIOD OF PERFORMANCE

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

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

F.2 DATA DELIVERABLES

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

F.3 MATERIAL/HARDWARE DELIVERABLES

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

US Army TARDEC
ATTN: Robert Karlsen, RDTA-RS, MS 264
6501 E. 11 Mile Rd.
Warren, MI 48397-5000

*** END OF NARRATIVE F0001 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
0001AA	R33SB062R3	2	R.0008576.1.1	AA	$	547,921.29
				TOTAL	$	547,921.29

ACRN	ACCOUNTING CLASSIFICATION		OBLIGATED AMOUNT
AA	021 201320142040 A60FL 665502M40RL03 2550 L035677654 R.0008576.1.1	021001 $	547,921.29
		TOTAL $	547,921.29

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	
0001AA	AA	021 201320142040 A60FL 665502M40RL03 2550 L035677654 R.0008576.1.1	021001

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

W91ATL

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	W56HZV
Admin DoDAAC	S0507A
Inspect By DoDAAC	W91ATL
Ship To Code	W91ATL
Ship From Code	Contract DoDAAC
Mark For Code	N/A
Service Approver (DoDAAC)	S0507A
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	Contact DCAA
Other DoDAAC(s)	N/A

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

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

COR: Robert Karlsen
EMAIL: robert.e.karlsen.civ@mail.mil

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

ACO: Michael Hurrell
EMAIL: Michael.hurrell@dcma.mil

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

(End of clause)

G-2 52.242-4016 COMMUNICATIONS FEB/2013

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

Name: Robert Karlsen
E-mail: robert.e.karlsen.civ@mail.mil

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

ACO: Michael Hurrell
E-mail: Michael.hurrell@dcma.mil

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

[End of Clause]

G-3 252.204-0005 (DFARS PGI) PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date SEP/2009

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-4 52.227-4004 (TACOM) RELEASE OF INFORMATION 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

[End of Clause]

G-5 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 (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]

G.1 CONTRACTOR SPECIAL BILLING INSTRUCTIONS:

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

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

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

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

*** END OF NARRATIVE G0001 ***

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

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

H.2 PRIME CONTRACTOR AND PRINCIPAL INVESTIGATOR:

H.2.1 A minimum of one-half of the effort must be performed by the contractor (Fill in name) as the prime contractor.

H.2.2 The Principle Investigator for this contract is Dr. Michael Browne. The Principal Investigator for this contract shall not be changed and no substitution shall be made at any time during performance of this contract without prior written authorization from the Contracting Officer.

H.2.2.1 The primary employment for the Principal Investigator must be with the contractor, SA Photonics. Primary employment means that more than one-half of the Principal Investigator's time is spent with the contractor.

H.3 GOVERNMENT-FURNISHED PROPERTY

H.3.1 The Government may furnish, from time to time, such items of Government-owned property as deemed necessary to assist the contractor in the performance of the contract requirements.

H.3.2 Upon completion of the contract, or in the event of the termination of the contract, either partial or complete, all Government-owned property, including both property furnished to the contractor and property acquired by the contractor for the account of the Government, which will have become surplus or excess to any remaining contract requirements, shall be reported immediately by the contractor to the Contracting Officer at the US Army Contracting Command, TACOM Contracting Center, ATTN: CCTA-ASG-A, Warren, MI 48397-5000 for redistribution, shipping instructions, release for disposal, or other actions.

H.3.3 Specific Government-Furnished Property to be provided is/are as follows:

Item	Quantity	Serial No./NSN	Acquisition Value

NONE

*** END OF NARRATIVE H0001 ***

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/VFDFARA.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.

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-20	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-23	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-26	52.216-8	FIXED FEE	JUN/2011
I-27	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-28	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2014
I-29	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-30	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-31	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-32	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000	MAY/2014
I-33	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-34	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-35	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-36	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-37	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-38	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-39	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-40	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-41	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-42	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-43	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-44	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-45	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-46	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007

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I-47	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-48	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-49	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-50	52.232-17	INTEREST	MAY/2014
I-51	52.232-22	LIMITATION OF FUNDS	APR/1984
I-52	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-53	52.232-25	PROMPT PAYMENT	JUL/2013
I-54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-55	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-56	52.233-1	DISPUTES	MAY/2014
I-57	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-58	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-59	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-60	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-61	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-64	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-65	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2014
I-66	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-67	52.245-9	USE AND CHARGES	APR/2012
I-68	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-69	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-70	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-71	52.248-1	VALUE ENGINEERING	OCT/2010
I-72	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-73	52.249-14	EXCUSABLE DELAYS	APR/1984
I-74	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-75	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-76	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-77	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-78	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-79	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-80	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-81	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-82	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-83	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-84	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-85	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-86	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-87	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-88	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-89	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-90	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-91	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-92	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-93	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-94	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-95	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-96	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-97	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-98	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-99	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-100	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-101	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM	FEB/2014
I-102	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-103	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED	MAY/2013

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		INFORMATION MARKED WITH RESTRICTIVE LEGENDS	
I-104	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-105	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-106	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-107	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-108	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-109	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-110	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-111	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-112	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-113	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-114	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-115	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-116	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-117	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-118	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-119	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-120	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
I-121	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-122	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

(a) Invoicing.

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

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

subcontractor name, address, and point of contact information).

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

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

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

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

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

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

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

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at ://www.whitehouse.gov/omb/procurement_index_exec_comp/.

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

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

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

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

(End of Clause)

I-123 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ZERO -$0- or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of Clause)

I-124 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR MAY/2014

(a) As used in this clause--

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

Made means--

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

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

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

statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the

invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be
at the discretion of the Contractor.

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

(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 statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I-125 52.244-2 SUBCONTRACTS OCT/2010

(a) Definitions. As used in this clause

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

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: N/A

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: N/A

(End of clause)

(a) The Contractor shall include an acknowledgment of the Government's 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 U.S. Army under Contract No. W56HZV-14-C-0117.

(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 U.S. Army.

(End of clause)

I-127 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-128 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

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

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

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

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this

clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

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

(3) For long-term contracts

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

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

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

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

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

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

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

The Contractor represents that it [X] is, [ ] is not a small business concern under NAICS Code 541712 assigned to contract number W56HZV-14-C-0117 . [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-129 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 (If none, insert None)	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 Government's rights in data furnished under this contract with respect to hazardous material are as follows:

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

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

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

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

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

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

(End of Clause)

I-130 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-131 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-132 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-133 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)	ACT
NONE	

(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-134 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available.

Classified information shall be handled in full accordance with the appropriate security requirements.

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

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

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

[End of Clause]

I-135 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/

or

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

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

[End of Clause]

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

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

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

*** END OF NARRATIVE I0001 ***

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)	26-JUN-2014		
Attachment 0001	DATA ASSERTIONS	26-JUN-2014	001	EMAIL
Attachment 0002	R&D PROJECT SUMMARY DATA ITEM DESCRIPTION	26-JUN-2014	004	EMAIL

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

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

A. CONTRACT LINE ITEM NO.: 0002
B. EXHIBIT : A
C. CATEGORY.....:
D. SYSTEM/ITEM.....:
E. CONTRACT/PR NO.: W56HZV-14-C-0117
F. CONTRACTOR.....: SA Photonics

1. DATA ITEM NO.....: A001
2. TITLE OF DATA ITEM.: Contractor's Progress, Status, and Management Report
3. SUBTITLE.....: Bi-Monthly Progress Reports
4. AUTHORITY.....: DI-MGMT-80227 (T)
5. CONTRACT REFERENCE.: C.2.1(a)-(f), C.3.1.1, C.3.2.1, C.3.3.1, C.3.4.1, C.3.5.1, C.3.6.1, and C.4.1
6. REQUIRING OFFICE...: RDTA-RS
7. WAWF/DD250 REQ.....: LT
8. APP CODE.....:
9. DIST. STATEMENT REQUIRED.:
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 ADDRESSEES: COPIES: DRAFT FINAL

Robert Karlsen, Contracting Officer's Representative (COR),
E-mail: robert.e.karlsen.civ@mail.mil 1

Lisa Koski, Contract Specialist,
E-Mail: lisa.m.koski.civ@mail.mil 1

Michael Hurrell, Administrative Contracting Officer (ACO),
E-mail: Michael.hurrell@dcma.mil 1

15. TOTAL: 1*

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Robert Karlsen, robert.e.karlsen.civ@mail.mil and Lisa Koski, mailto:lisa.m.koski.civ@mail.mil.

16. REMARKS:

a. The Contractor shall deliver progress reports every two months for the duration of the contract. The first report by sixty (60) days after the contract award date.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report" and include all details specified in the contract sections referenced under block 5 above. The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports."

Note Tailoring: Delete paragraphs 10.2, 10.3 k, and l from DID DI-MGMT-80227.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

==========

1. DATA ITEM NO. .....: A002
2. TITLE OF DATA ITEM.: Scientific and Technical Reports
3. SUBTITLE ..... : Phase II Draft and Final Technical Reports
4. AUTHORITY .....: DI-MISC-80711A(T)
5. CONTRACT REFERENCE: C.3.7.1 and C.4.2
6. REQUIRING OFFICE...: RDTA-RS
7. WAFW/DD250 REQ.....: DD
8. APP CODE.....:
9. DIST. STATEMENT REQUIRED.:
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 ADDRESSEES: COPIES: DRAFT FINAL

Robert Karlsen, Contracting Officer's Representative (COR), E-mail: robert.e.karlsen.civ@mail.mil	1	1
Lisa Koski, Contract Specialist, E-Mail: lisa.m.koski.civ@mail.mil		1
Michael Hurrell, Administrative Contracting Officer (ACO), E-mail: Michael.hurrell@dcma.mil		1
15. TOTAL:	1	1*

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Robert Karlsen, robert.e.karlsen.civ@mail.mil and Lisa Koski, lisa.m.koski.civ@mail.mil.

16. REMARKS:

a. The Contractor shall deliver one (1) draft "Scientific and Technical Report," twenty-three (23) months after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within fourteen (14) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days after receipt of draft comments.

b. Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports" and the contract sections referenced under block 5 above. The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA.

c. Instructions for completing the SF 298 are provided in Attachment 001 to the contract and the form can be found at http://www.dtic.mil/dtic/submit/howtosubmit/howtosubmit.html.

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

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

(a) Approved for public release; distribution unlimited.

(b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

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

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic A11-115." 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."

Note Tailoring: Delete paragraph 10.2 from DID DI-MISC-80711A.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

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1. DATA ITEM NO.....: A003
2. TITLE OF DATA ITEM.: Research and Development (R&D) Project Summary
3. SUBTITLE.....:

4. AUTHORITY.....: DI-MISC-81612A(T)
5. CONTRACT REFERENCE.: C.4.4
6. REQUIRING OFFICE...: RDTA-RS
7. DD250 REQ.....:
8. APP CODE.....:
9. DIST. STATEMENT REQUIRED.: A
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 ADDRESSEES: COPIES: DRAFT FINAL

Robert Karlsen, Contracting Officer's Representative (COR), E-mail: robert.e.karlsen.civ@mail.mil	1	1
Lisa Koski, Contract Specialist, E-Mail: lisa.m.koski.civ@mail.mil		1
Michael Hurrell, Administrative Contracting Officer (ACO), E-mail: Michael.hurrell@dcma.mil		1
15. TOTAL:	1	1*

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Robert Karlsen, robert.e.karlsen.civ@mail.mil and Lisa Koski, lisa.m.koski.civ@mail.mil.

16. REMARKS:

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

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

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

Note Tailoring: DID DI-MISC-81612A is tailored by deleting the underlined text as noted in Attachment 0002 to the contract.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

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

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

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

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

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

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

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

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

Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, another acceptable media is a 650 MEGABYTE CD-ROM or 4.7 GIGABYTE DVD-ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be five (5) megabytes. Previously "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD-ROM or 4.7 GIGABYTE DVD-ROM to be delivered via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name, and a contact's phone number. Exterior mailing envelopes containing disks must be addressed to the following address:

U.S. Army TARDEC
Robert Karlsen
RDTA-RS/MS 264
6501 East 11 Mile Road
Warren, MI 48397-5000

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

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