AWARD/CONTRACT

1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ▶	**Rating** DOA4	**Page** 1 **Of** 30 **Pages**	
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-C-0125	**3. Effective Date** 2014APR15	**4. Requisition/Purchase Request/Project No.** SEE SCHEDULE	

5. Issued By **Code** W56HZV

U.S. ARMY CONTRACTING COMMAND
PATRICIA ROUSSIN
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

e-mail address: PATRICIA.M.ROUSSIN@US.ARMY.MIL

6. Administered By (If Other Than Item 5) **Code** S3915A

DCMA PHILADELPHIA
700 ROBBINS AVENUE, BLDG 4-A
P.O. BOX 11427
PHILADELPHIA PA 19111-0427

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

NEYA SYSTEMS, LLC
802 WELLINGTON DR
SEVEN FIELDS, PA 16046-8026

Code 5PSH4 **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** HQ0337

DFAS-CO/NORTH ENTITLEMENT OPERATION
P.O. BOX 182266
COLUMBUS OH 43218-2266

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 → $149,939.89

16. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
		Part I - The Schedule				**Part II - Contract Clauses**	
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	18
X	B	Supplies or Services and Prices/Costs	3			**Part III - List Of Documents, Exhibits, And Other Attachments**	
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	30
X	D	Packaging and Marking	10			**Part IV - Representations And Instructions**	
X	E	Inspection and Acceptance	11		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	12				
X	G	Contract Administration Data	13		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	16		M	Evaluation Factors for Award	

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@US.ARMY.MIL (586)282-6553

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 2014APR15

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: PATRICIA ROUSSIN
Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-9610
Type of Contract: Firm Fixed Price
Kind of Contract: Research and Development Contracts
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

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

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

[End of Clause]

Name of Offeror or Contractor: NEYA SYSTEMS, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SBIR - PH I NEYA SBIR Topic #OSD13-HS3 The contractor shall furnish all supplies and services to accomplish the tasks specified in Section C - Statement of Work. (End of narrative B001)				
0001AA	FIRST INTERIM REPORT SERVICE REQUESTED: SBIR - PH I NEYA CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33SB073R3 PRON AMD: 01 ACRN: AA Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 18-JUN-2014 $ 49,979.96	1	LO		$ 49,979.96
0001AB	SECOND INTERIM REPORT SERVICE REQUESTED: SBIR - PH I NEYA CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33SB073R3 PRON AMD: 01 ACRN: AA Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: 18-AUG-2014 $ 49,979.96	1	LO		$ 49,979.96

Name of Offeror or Contractor: NEYA SYSTEMS, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	DRAFT/FINAL REPORT SERVICE REQUESTED: SBIR - PH I NEYA CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33SB073R3 PRON AMD: 01 ACRN: AA Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD / QUANTITY / PERF COMPL DATE 001 / 1 / 20-OCT-2014 $ 49,979.97	1	LO		$ 49,979.97
0002	CONTRACT DATA REQUIREMENTS LIST (CDRL) SERVICE REQUESTED: CDRL DD FORM 1423 CLIN CONTRACT TYPE: Firm Fixed Price Technical Data as set forth in Contract Data Requirements List (CDRL) DD Form 1423, hereinafter referred to as Exhibit A. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD / QUANTITY / PERF COMPL DATE 001 / 1 / UNDEFINITIZED	1	LO		$ ** NSP **
0003	CONTRACTOR MANPOWER REPORTING CLIN CONTRACT TYPE: Firm Fixed Price The contractor shall provide the information required per contract clause 52.237-4000, entitled "Contractor	1	LO		$ ** NSP **

Name of Offeror or Contractor: NEYA SYSTEMS, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Manpower Reporting". Unit Identification 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 / 1 / UNDEFINITIZED				
0004	DD FORM 882 REPORT OF INVENTIONS CLIN CONTRACT TYPE: Firm Fixed Price 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 / 1 / UNDEFINITIZED	1	LO		$ ** NSP **

B.1 The payments under this contract are to be in accordance with the SubCLINs. SubCLINs 0001AA, 0001AB and 0001AC are set up to pay the contractor at the 2nd, 4th and 6th month, respectively, after contract award. All payments are contingent upon the Contracting Officer's Representative (COR) receiving and approving a DD Form 250. Payment will be made by the office indicated in Block 12 on the face page of the contract.

*** END OF NARRATIVE B0002 ***

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK:

C.1 The Contractor, acting as an independent Contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials, and services to complete the effort described on pages 3 through 12, Phase I Work Plan, of the Contractor's proposal, Small Business Innovation Research (SBIR) Program Topic Number OSD13-HS3, Proposal Number O133-HS3-2149, entitled "BLAST: A System for Bandwidth and Latency Scalable Teleoperation"(incorporated by reference).

C.2 Deliverables

C.2.1 The Contractor shall submit two (2) Interim Scientific Technical Reports and one (1) Final Technical Report in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423), Data Item A002. The Final Technical Report shall be in Contractor format and shall address the project objectives; work performed, results obtained, and estimates of technical feasibility. The first (1st) Interim Technical Report shall be delivered approximately two (2) months after date of award; the second (2nd) Interim Technical Report shall be delivered approximately four (4) months after date of contract award; and the draft of the Final Technical Report shall be delivered approximately five (5) months and one (1) week after date of contract award. The draft report shall include a Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR will review the draft and respond to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit the Final Technical Report (with the completed SF 298) within fourteen (14) days after receipt of draft comments/approval to the COR, Kayla Riegner, via e-mail to: kayla.l.riegner.civ@mail.mil.

C.2.2 The Contractor shall submit a publicly releasable SBIR Phase I R&D Project Summary in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423), Data Item A001, within 30 days of the contract end date to the COR, Kayla Riegner, via email to: kayla.l.riegner.civ@mail.mil.

C.2.3 The Contractor shall submit a Record of Meeting Minutes in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423), Data Item A003, within seven (7) days of the Start-of-Work meeting and all subsequent review meetings. The minutes will include, but are not limited to, the agenda, meeting content, and action items. The contractor shall submit the minutes electronically to the COR, Kayla Riegner, via email to: kayla.l.riegner.civ@mail.mil.

C.3 Interim Technical Reports

C.3.1 Each Interim Technical Report shall be in Contractor format and shall address the technical information and cover all the work performed to date against the Statement of Work.

C.3.1.2 Additionally, each Interim Technical Report shall include:

C.3.1.2.1 At the beginning of the report shall be: the Contractor's name and address; the contract number; the nomenclature of the program; the date of the report; the period covered by the report; the title of the report; and the security classification;

C.3.1.2.2 A description of the progress made against milestones during the reporting period;

C.3.1.2.3 Results, positive or negative, obtained relative to previously identified problem areas, with conclusions and recommendations;

C.3.1.2.4 Any significant changes to the Contractor's organization or method of operation or to the planned technical milestone schedule;

C.3.1.2.5 Problem areas affecting technical or schedule elements, with background and any planned solutions (where the solutions are within the scope of the contract) and any recommendations for solutions (where the solutions are beyond the scope of the contract);

C.3.1.2.6 Contract schedule status;

C.3.1.2.7 Plans for activities during the following reporting period;

C.3.1.2.8 Name and telephone number of the preparer of the report; and

C.3.1.2.9 Appendixes for any necessary tables, references, photographs, illustrations, and charts.

C.3.1.3 Information contained in the first Technical Interim Report shall not be duplicated in the second Interim Technical Report unless duplication is required to clearly document an effort that overlaps the timeframe of each report.

C.4 Final Technical Report

C.4.1 The Contractor shall prepare and submit a Final Technical Report in Contractor format addressing all of the work performed against the Scope of Work (reference C.1) during the contract performance period, in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423) Data Item A002.

C.5 Start of Work Meeting

C.5.1 The Contractor shall plan and participate in a Start of Work meeting to take place no later than thirty (30) days after award of the base contract via teleconference. The Government and Contractor shall mutually agree to the date and time of the Start of Work meeting. The Contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time and date of the Start of Work meeting. The preferred method of notification is by email.

C.6 Manpower Reporting

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

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

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

*** END OF NARRATIVE C0002 ***

	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 seven (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]

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing

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

D.2 Marking

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

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

*** END OF NARRATIVE D0001 ***

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

E.1 Inspection & Acceptance Point

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

*** END OF NARRATIVE E0001 ***

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1 Delivery

F.1.1 All items other than data (if any) called for in the contract shall be delivered FOB destination to:

US Army Tank Automotive Research, Development and
Engineering Center (TARDEC)
ATTN: Kayla Riegner, RDTA-RTI, MS 264
6501 E. 11 Mile Rd.
Warren, MI 48397-5000

F.1.2 Delivery of data set forth in the contract shall be in accordance with the Contract Data Requirements List (CDRL), DD Form 1423 (Exhibit A).

F.2 Performance - CLIN's 0001AA, 0001AB, 0001AC

F.2.1 The period of performance shall be six (6) months from the date of award, including submission of the Final Technical Report.

F.2.2 The Contractor shall prepare and submit a Final Technical Report in Contractor format addressing all of the work performed against the Scope of Work during the contract in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423) Data Item A002. Acceptance of the Final Technical Report will constitute completion of the basic contract period.

F.3 Project Summary Report: The Contractor shall prepare and submit a Project Summary Report in accordance with the requirements of Exhibit A, CDRL, Data Item Number A001.

F.4 Contractor Manpower Report

F.4.1 The Contractor shall submit Contractor manpower reporting data in accordane with C-2, TACOM clause 52.237-4000, entitled "Contractor Manpower Reporting". The report shall be entered on the following website by 31 October each year:

https://cmra.army.mil

Unit Identification Code (UIC): W4GHAA

F.5 Final Patent Report

F.5.1 The Contractor shall submit a Report of Inventions and Subcontracts, Form DD882, within three (3) months after contract completion in accordance with Section I DFARS 252.227-7039 to the Contracting Officer's Representative (COR) and the Contract Specialist. A copy of the form can be obtained at:

http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf

*** END OF NARRATIVE F0002 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
0001AA	R33SB073R3	1	R.0008576.3.1	AA	$	49,979.96
0001AB	R33SB073R3	1	R.0008576.3.1	AA	$	49,979.96
0001AC	R33SB073R3	2	R.0008576.3.1	AA	$	49,979.97
				TOTAL	$	149,939.89

ACRN	ACCOUNTING CLASSIFICATION		OBLIGATED AMOUNT
AA	097 201320140400 1101 A60FL 60605502D8Z502 2550 L035766025 R.0008576.3.1	021001 $	149,939.89
		TOTAL $	149,939.89

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	
0001AA	AA	097 201320140400 1101 A60FL 60605502D8Z502 2550 L035766025 R.0008576.3.1	021001
0001AB	AA	097 201320140400 1101 A60FL 60605502D8Z502 2550 L035766025 R.0008576.3.1	021001
0001AC	AA	097 201320140400 1101 A60FL 60605502D8Z502 2550 L035766025 R.0008576.3.1	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): Invoice

(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	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S3915A
Inspect By DoDAAC	W91ATL
Ship To Code	W91ATL
Ship From Code	Unknown
Mark For Code	W91ATL
Service Approver (DoDAAC)	S3915A
Service Acceptor (DoDAAC)	W91ATL
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA628 or HAA171
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 Kayla Riegner, kayla.l.riegner.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 Bruce Henry, bruce.henry@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: Kayla Riegner
E-mail: kayla.l.riegner.civ@mail.mil

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

ACO: Bruce Henry
E-mail: bruce. henry@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.1 Contractor Special Billing Instructions

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

G.2 DFAS Special Payment Instructions

G.2.1 DFAS will make payments as billed.

G.3 Wide Area Workflow (WAWF) Notification

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

*** END OF NARRATIVE G0001 ***

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 Government-Furnished Property (GFP)

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

H.1.2 Upon completion of the contract or in the event of the termination of the contract, either partial or complete, all Government-owned property, including both property furnished to the Contractor and property acquired by the Contractor on the account of the Government, which will have become surplus or excess to any remaining contract requirements, shall be reported immediately by the Contractor to the Contracting Officer at the US Army Contracting Command, TACOM Contracting Center, ATTN: CCTA-ASG-C, Warren, MI 48397-5000 for redistribution, shipping instructions, release for disposal, or other actions.

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

Item	Qty	Serial No./NSN (if applicable)	Acquisition Value

NONE

H.2 Asserted Data Rights

H.2.1 In accordance with DFARS clause 252.227-7017, titled Identification and Assertion of Use, Release, or Disclosure Restrictions the contractor's asserted data rights dated 03/22/14, signed by Parag Batavia, President, are hereby incorporated. This document shall be considered Attachment 0003 in accordance with Section J of the contract.

*** END OF NARRATIVE H0002 ***

SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-3	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-4	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-5	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-6	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-7	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-8	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-9	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-10	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-11	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-12	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-13	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-14	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-15	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-16	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-17	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-18	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-19	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-20	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-21	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-22	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-23	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-24	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-25	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-26	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-27	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-28	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-29	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-30	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-31	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-32	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-33	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-34	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM	FEB/2014
I-35	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-36	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-37	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-38	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-39	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-40	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-41	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-42	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-43	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-44	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-45	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-46	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-47	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-48	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-49	252.246-7001	WARRANTY OF DATA	DEC/1991
I-50	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013) -- ALTERNATE III (MAY 2002)	MAY/2002
I-51	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-52	52.227-11	PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR	DEC/2007

(a) As used in this clause--

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

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

(End of clause)

I-53 52.243-7 NOTIFICATION OF CHANGES APR/1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

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

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

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

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

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

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

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

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

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

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

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

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

(End of Clause)

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

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the United States Army under Contract No. W56HZV-14-C-0125.

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

(End of clause)

I-55 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) JAN/2014

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009)(22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jul 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(vii) 52.233-1, Disputes (July 2002).

(viii) 52.244-6, Subcontracts for Commercial Items (Jul 2013).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(x) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note)

(Applies to contracts valued at $25,000 or more).

(ii) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over $15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13148) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[reg] Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American ActSupplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000.)

(xi) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xiii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note). (Applies to contracts over $30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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(es): ://farsite.hill.af.mil/VFFARA.HTM or ://farsite.hill.af.mil/VFDFARA.HTM or ://farsite.hill.af.mil/VFAFARa.HTM

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

I-56 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-0125. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-57 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material Identification No.
(If none, insert None)

_____

_____

_____

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-58 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

I-59 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized

deviation is indicated by the addition of (DEVIATION) after the date of the clause.

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

(End of Clause)

I-60 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)	ACT

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

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

(End of clause)

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

(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]

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

*** END OF NARRATIVE I0001 ***

Name of Offeror or Contractor: NEYA SYSTEMS, LLC

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	28-MAR-2014	004	
Attachment 0001	INSTRUCTIONS FOR COMPLETING SF 298	28-MAR-2014	001	
Attachment 0002	SECTION K REPS & CERTS	22-MAR-2014	011	EMAIL
Attachment 0003	DATA RIGHT ASSERTIONS - SIGNED	22-MAR-2014	001	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 of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed below on Line E.

A. CONTRACT LINE ITEM NO. (CLIN): 0002
B. EXHIBIT.....: A
C. CATEGORY.....: Reports
D. SYSTEM/ITEM.....: BLAST: A System for Bandwidth and Latency-Scalable Teleoperation
E. CONTRACT/PR NO.....: W56HZV-14-C-0125
F. CONTRACTOR.....: Neya Systems, LLC

---

1. DATA ITEM NO.....: A001

2. TITLE OF DATA ITEM.....: Research and Development (R&D) Project Summary

3. SUBTITLE.....: Summary Report

4. AUTHORITY.....: See Item 16

5. CONTRACT REFERENCE.....: C.2.2, F.3

6. REQUIRING OFFICE.....: RDTA-RTI, MS 264

7. WAWF/DD250 REQ.....: DD

8. APP CODE.....: A

9. DIST. STATEMENT REQUIRED.: A

10. FREQUENCY.....: See Item 16

11. AS OF DATE.....: Date of Contract Award

12. DATE OF FIRST SUBMISSION: See Item 16

13. DATE OF SUBS. SUBMISSION: See Item 16

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

a. Kayla Riegner, Contracting Officer's Representative (COR)
   Email: kayla.l.riegner.civ@mail.mil

b. Patty Roussin,Contract Specialist
   Email: patricia.m.roussin.civ@mail.mil

c. Bruce Henry, Contracting Officer's Representative (ACO)
   Email: bruce.henry@dcma.mil

d. Small Business Portal, See Item 16.e below

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

16. REMARKS:

a. The contractor shall submit a publicly releasable SBIR Phase I R&D Project Summary within 30 days of the contract end date. The summary is an unclassified, non-sensitive, and non-proprietary summation of results that is intended for public viewing on the Army SBIR / STTR Small Business Portal. It should address the Data Item requirements on a summary basis and must not exceed 700 words.

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

i. A summation of the Phase I results;

ii. A description of the technology being developed;

iii. The anticipated DoD and/or non DoD customer;

iv. The plan to transition the SBIR technology to the customer;

v. The anticipated application/benefits for government and/or private sector use; and

vi. An image depicting the developed technology.

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

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

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

18. ESTIMATED TOTAL PRICE..: N/A

---

1. DATA ITEM NO.....: A002

2. TITLE OF DATA ITEM.....: Scientific and Technical Report

3. SUBTITLE.....: Draft & Final Technical Report

4. AUTHORITY.....: DI-MISC-80711A

5. CONTRACT REFERENCE.....: C.2.1, C.4.1, F.2.2

6. REQUIRING OFFICE.....: RDTA-RTI, MS 264

7. WAWF/DD250 REQ.....: DD

8. APP CODE.....: A

9. DIST. STATEMENT REQUIRED.: See Item 16

10. FREQUENCY.....: See Item 16

11. AS OF DATE.....: Date of Contract Award

12. DATE OF FIRST SUBMISSION: See Item 16

13. DATE OF SUBS. SUBMISSION: See Item 16

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

a. Kayla Riegner, Contracting Officer's Representative (COR)
Email: kayla.l.riegner.civ@mail.mil

b. Patty Roussin,Contract Specialist
Email: patricia.m.roussin.civ@mail.mil

c. Bruce Henry, Contracting Officer's Representative (ACO)
Email: bruce.henry@dcma.mil

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

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

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

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

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

16. REMARKS:

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

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

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

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

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

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

g. Here are some additional instructions for completing the SF 298 form that apply when submitting reports under the SBIR Program: For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

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

ii. Distribution Statement B: Distribution authorized to U.S. Government Agencies only; contains proprietary information.

Note: After reviewing the Contractor's entry in Block 12a, TARDEC has final responsibility for assigning a distribution statement. The contractor shall mark the actual report itself in accordance with the appropriate legends set forth in DFARS 252.227-7018, "RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE -- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM". Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic (insert topic number)." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data. Block 14

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

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

18. ESTIMATED TOTAL PRICE..: N/A

---

1. DATA ITEM NO. ....: A003
2. TITLE OF DATA ITEM: Report, Record of Meeting Minutes
3. SUBTITLE.....: Meeting Minutes
4. AUTHORITY.....: DI-ADMN-81505 (20 NOV 1995)
5. CONTRACT REFERENCE: C.2.3
6. REQUIRING OFFICE..: RDTA-RTI, MS 264
7. DD250 REQ .....: DD
8. APP CODE .....: N/A
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY.....: After each meeting
11. AS OF DATE.....:
12. DATE OF FIRST SUB: See Item 16a
13. DATE OF SUBS. SUB: See Item 16a
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Kayla Riegner, Contracting Officer's Representative (COR)
Email: kayla.l.riegner.civ@mail.mil

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

16. REMARKS:

16a. The contractor shall submit meeting minutes to the COR within seven (7) days of the Start-of-Work meeting and all subsequent review meetings. The minutes will include, but are not limited to, the agenda, meeting content, and action items. The contractor shall submit the minutes electronically.

16b. Complete the reports IAW DI-ADMN-81505, Report, Record of Meeting Minutes. The COR is responsible for accepting or rejecting the meeting minutes.

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

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

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

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

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

a. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, another acceptable medium is a CD

or a DVD. Identify the software application and version used to create each file submitted.

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

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

U.S. Army TARDEC
Attn: Kayla Riegner / RDTA-RTI / 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.

* Registered Trademark

INSTRUCTIONS FOR COMPLETING SF 298

1. REPORT DATE. Full publication date, including day, month, if available. Must cite at least the year, e.g. 30-06-1998; xx-06-1998; xxxx-1998.

2. REPORT TYPE. State the type of report, such as final, technical, interim, memorandum, master's thesis, progress, quarterly, research, special, group study, etc.

3. DATES COVERED. Indicate the time during which the work was performed and the report was written, e.g., Jun 2001 - Jun 2002; 1-10 Jun 2003; May - Nov 2004; Nov 2002.

4. TITLE. Enter title and subtitle with volume number and part number, if applicable. On classified documents, enter the title classification in parentheses.

5a. CONTRACT NUMBER. Enter the contract number as it appears in the report, e.g. W56HZV-08-C-0001.

5b. GRANT NUMBER. Enter all grant numbers (if applicable) as they appear in the report, e.g. AFOSR-82-1234.

5c. PROGRAM ELEMENT NUMBER. Enter all program element numbers (if applicable) as they appear in the report, e.g. 61101A.

5d. PROJECT NUMBER. Enter all project numbers (if applicable) as they appear in the report, e.g. 1F665702D1257; ILIR.

5e. TASK NUMBER. Enter all task numbers (if applicable) as they appear in the report, e.g. 05; RF0330201; T4112.

5f. WORK UNIT NUMBER. Enter all work unit numbers (if applicable) as they appear in the report, e.g. 001; FAPL30480105.

6. AUTHOR(S). Enter name(s) of person(s) responsible for writing the report, performing the research, or credited with the content of the report. The form of entry is the last name, first name, middle initial, and additional qualifiers separated by commas, e.g. Smith, Richard, J, Jr.

7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES). Leave Blank

8. PERFORMING ORGANIZATION REPORT NUMBER. Leave Blank

9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES). Enter "US Army Tank-automotive Research Development & Engineering Center, Warren, Michigan 48397-5000".

10. SPONSOR/MONITOR'S ACRONYM(S). Enter "TARDEC".

11. SPONSOR/MONITOR'S REPORT NUMBER(S). Enter report number as assigned by the sponsoring/monitoring agency, if available/known, e.g. BRL-TR-829; -215.

12. DISTRIBUTION/AVAILABILITY STATEMENT. Use agency-mandated availability statements to indicate the public availability or distribution limitations of the report (refer to instructions on the DD Form 1423). If additional limitations/restrictions or special markings are indicated, follow agency authorization procedures, e.g. RD/FRD, PROPIN, ITAR, etc. Include copyright information.

13. SUPPLEMENTARY NOTES. Enter information not included elsewhere such as: prepared in cooperation with; translation of; report supersedes; old edition number, etc.

14. ABSTRACT. A brief (approximately 200 words) factual summary of the most significant information.

15. SUBJECT TERMS. Key words or phrases identifying major concepts in the report.