

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	▶	Rating DOA4	Page 1 Of 50 Pages	
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-C-0225		3. Effective Date 2014AUG26		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By U.S. ARMY CONTRACTING COMMAND JAMES J. GIACCHINA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG 4-A P.O. BOX 11427 PHILADELPHIA PA 19111-0427			Code S3915A
e-mail address: JAMES.J.GIACCHINA.CIV@MAIL.MIL						
7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MATERIALS SCIENCES CORPORATION 135 ROCK RD HORSHAM, PA 19044-2303				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)		
				9. Discount For Prompt Payment		
				10. Submit Invoices (4 Copies Unless Otherwise Specified) ▶ Item 12		
Code 5E807		Facility Code		To The Address Shown In:		
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266			Code HQ0337
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No. SEE SCHEDULE	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
15G. Total Amount Of Contract →					\$2,194,425.00	

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	26
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	50
X	D	Packaging and Marking	15	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	16		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	17		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	22		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	25				

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

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer JOHN M. HOPFNER JOHN.HOPFNER@US.ARMY.MIL (586)282-7359	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	20C. Date Signed 2014AUG26
By _____ (Signature of person authorized to sign)			

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 50****PIIN/SIIN** W56HZV-14-C-0225**MOD/AMD****Name of Offeror or Contractor:** MATERIALS SCIENCES CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JAMES J. GIACCHINA
Buyer Office Symbol/Telephone Number: CCTA-ASG-B/(586)282-9736
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Research and Development Contracts
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

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

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

[End of Provision]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0225 MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0001	Integrated Manufactu													
0001AA	<u>BAA TOPIC 4A MSC</u>	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 2,032,835.00 \$ 161,590.00 \$ 2,194,425.00									
	SERVICE REQUESTED: Integrated Manufactu CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R34KJ115R3 PRON AMD: 02 ACRN: AA AMS CD: 40604775D8Z775 PSC: AZ12													
	The Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C - Description/Specification/Work Statement.													
	(End of narrative B001)													
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination													
	<u>Deliveries or Performance</u> Period of Performance Start Date: 26-AUG-2014 End Date: 15-AUG-2016													
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<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	15-AUG-2016												
	\$ 2,194,425.00													
0002	<u>CONTRACT DATA REQUIREMENTS LIST</u>													
A001	<u>CONTRACTOR PROGRESS STATUS AND MANAGEMENT REPORTS</u>	1	LO	\$ ** NSP **	\$ ** NSP **									
	SERVICE REQUESTED: MONTHLY PROGRAM REPORTS CLIN CONTRACT TYPE: Firm Fixed Price PSC: AZ12													
	The Contractor shall provide the information required													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0225 MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>per Data Item Number A001 as set forth in Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423				
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<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A002	<p><u>COMMERCIALIZATION STRATEGY PLAN</u></p> <p>SERVICE REQUESTED: SCIENTIFIC & TECHNICAL REPORTS CLIN CONTRACT TYPE: Firm Fixed Price PSC: AZ12</p> <p>The Contractor shall provide the information required per Data Item Number A002 as set forth in Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO	\$ ** NSP **	\$ ** NSP **
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001	1	SEE DD FORM 1423												
A003	<p><u>PROTOTYPE HOSE TEST REPORT</u></p> <p>SERVICE REQUESTED: SCIENTIFIC & TECHNICAL REPORT CLIN CONTRACT TYPE: Firm Fixed Price PSC: AZ12</p> <p>The Contractor shall provide the information required per Data Item Number A003 as set forth in Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p>	1	LO	\$ ** NSP **	\$ ** NSP **									

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 SEE DD FORM 1423</p>				
A004	<p><u>PARALLEL PATH THERMOPLASTIC COATED YARNS TEST REPORT</u></p> <p>SERVICE REQUESTED: SCIENTIFIC & TECHNICAL REPORT CLIN CONTRACT TYPE: Firm Fixed Price PSC: AZ12</p> <p>The Contractor shall provide the information required per Data Item Number A004 as set forth in Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 SEE DD FORM 1423</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A005	<p><u>SCALE UP HOSE TEST PLAN</u></p> <p>SERVICE REQUESTED: SCIENTIFIC & TECHNICAL REPORT CLIN CONTRACT TYPE: Firm Fixed Price PSC: AZ12</p> <p>The Contractor shall provide the information required per Data Item Number A005 as set forth in Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p>	1	LO	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0225 MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A008	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p> <p><u>MEETING MINUTES</u></p> <p>SERVICE REQUESTED: RECORD OF MEETING MINUTES CLIN CONTRACT TYPE: Firm Fixed Price PSC: AZ12</p> <p>The Contractor shall provide the information required per Data Item Number A008 as set forth in Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p> <p style="text-align: center;">(End of narrative B001)</p>	1	LO	\$ ** NSP **	\$ ** NSP **
0003	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p> <p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>SERVICE REQUESTED: CONTRACTOR MANPOWER REPORTING PSC: AZ12 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The contractor shall provide the information required per contract clause 52.237-4000, entitled "Contractor Manpower Reporting".</p> <p>Unit Identification Code (UIC): W4GHAA</p> <p style="text-align: center;">(End of narrative B001)</p>	1	LO		\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0225 MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0004	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> Period of Performance Start Date: 26-AUG-2014 End Date: 15-AUG-2016</p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>15-AUG-2016</td> </tr> </table> <p>DD FORM 882 REPORT OF INVENTIONS</p> <p>SERVICE REQUESTED: DD 882 PSC: AZ12 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The contractor shall submit a Report of Inventions and Subcontracts, DD Form 882, within three (3) months after contract completion in accordance with Section I DFARS clause 252.227-7039. A copy of the form can be obtained at:</p> <p>http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> Period of Performance Start Date: 26-AUG-2014 End Date: 15-AUG-2016</p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>15-AUG-2016</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	15-AUG-2016	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	15-AUG-2016	1	LO		\$ ** NSP **
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0225 MOD/AMD	Page 9 of 50
Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION		

B.1 ESTIMATED COST, FIXED FEE, AND PAYMENT

B.1.1 The estimated cost for performance of the work required under this contract is stated in Section B, CLIN 0001 which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled "LIMITATION OF COST" (FAR 52.232-20).

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

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

B.2 Payment

The Contractor may submit public vouchers bi-weekly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

*** END OF NARRATIVE B0001 ***

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

Page 10 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	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 5 days after the meeting is held.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil>. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

[End of Clause]

STATEMENT OF WORK

C.1 Scope of Work

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

C.1.1 The contractor shall develop state of the art hose manufacturing processes and technologies to create a 6-inch high pressure lay-flat hose that is suitable for use in Army Bulk Fuel Storage and Delivery Systems.

C.1.2 The primary objective of this contract is to demonstrate the capability for high volume production of lower cost, (not more than \$30/ft), high pressure (700+ psi) capacity, lay-flat, 6-inch diameter hose via Liquid Polyurethane Encapsulation (LPE) of braided and woven textiles. The contractor shall execute an integrated design, process optimization, scale-up, and validation for the lay-flat hose to achieve these objectives.

C.2 Background

C.2.1 Current hose manufacturing technologies use woven hose jackets, typically made from polyester or nylon, and a through-the-weave-extrusion process that uses a thermo set polyurethane to create the inner and outer hose liner. Commercial hoses that are fabricated using this technique typically operate at a maximum working pressure of 150 psi.

C.2.2 The contractor, Materials Sciences Corporation (MSC), began working on the development of a 6-inch high pressure lay-flat hose under a Phase II Small Business Innovation Research (SBIR) contract W56HZV-12-C-0056. MSC completed some preliminary investigation and development of hose construction using braided hose jackets and the LPE process. The follow-on effort under this contract will further the work that MSC began under the Phase II SBIR contract W56HZV-12-C-0056.

C.3 Tasks

C.3.1 Material Selection and Prototype Hose Development

C.3.1.1 Prototype Braided Jacket Burst Testing: The contractor shall measure the burst strength of the braided hose jackets that it designed and fabricated under the SBIR Phase II contract W56HZV-12-C-0056. The burst testing will allow the contractor to gain a more complete characterization of the mechanics of triaxial-braided jackets and develop a robust lay-flat design to move forward to further process development and scale-up of hose jackets. The contractor shall perform burst pressure testing in accordance with ASTM D380 on the four (4) hose jacket specimens it developed under the Phase II SBIR contract W56HZV-12-C-0056. The contractor shall document the results of the burst pressure testing in the next monthly Contractors Progress Status and Management Report.

C.3.1.2 Hose Jacket Design and Refinement: The contractor shall develop and evaluate multiple new hose jacket designs and configurations. These hose jacket designs shall include braided jackets, woven jackets and multi-jacket designs. The hose jacket materials and methods of construction shall be selected with the goal of achieving high burst pressures in the finished hose (700 psi or greater) while keeping the cost of the hose in an affordable cost range (not more than \$30 per foot). The contractor shall develop, evaluate, and test a minimum of eight (8) different hose jacket designs.

C.3.1.3 Improved Laboratory Scale Prototype Hose Fabrication Method: The contractor shall improve as follows on a laboratory method it developed under the Phase II SBIR contract W56HZV-12-C-0056 to fabricate hoses that use the LPE process with braided and woven hose jackets. The contractor shall improve on the laboratory scale method by designing custom tooling that uses a form of resin transfer molding in the hose fabrication process. The tooling shall be designed to improve the manufacturability of short sections of finished hose (less than 10 feet) for the hose jackets (a minimum of eight (8) designed and fabricated in C.3.1.2. The improved process shall result in finished hose sections that have uniform inner and outer hose surfaces.

C.3.1.4 Hose Polymer Material Selection and Qualification: The contractor shall use the laboratory-scale method developed in paragraph C.3.1.3 to fabricate and evaluate short sections of the hoses to qualify the polymer materials used in hose construction. The key focuses of this effort shall be (i) polymer selection and (ii) validation of the polymer used in the LPE process. The contractor shall evaluate a minimum of two (2) different polymer formulations. The contractor shall evaluate the physical properties of each polymer to validate if it will be suitable for use in the high pressure lay-flat hose being developed under this contract. The contractor shall evaluate polymer characteristics of the completed prototype hose sections. The characteristics the contractor shall evaluate include: stiffness, tear strength, tear resistance, elongation, and resistance to fuel, water and ultraviolet (UV) exposure. The contractor shall down-select to a single polymer based on test and evaluation results.

C.3.1.5 Laboratory Scale Prototype Hose Fabrication and Testing: Using the laboratory-scale fabrication process developed in C.3.1.3, the down-selected hose polymer from C.3.1.4, and a minimum of eight (8) hose jacket designs from C.3.1.2 the contractor shall fabricate short sections of hose (approximately 10 feet) for additional testing. The contractor shall fabricate and test a minimum of eight (8) different hose designs. The contractor shall test the hose sections in accordance with the requirements in MIL-PRF-370J for (i) hydrocarbon exposure, (ii) fuel compatibility, (iii) hydrolysis, (iv) abrasion resistance, (v) UV exposure, (vi) burst pressure, (vii) elongation, (viii) twist, and (ix) abrasion. The contractor shall review the results of the abrasion testing and make an assessment if the abrasion testing is an accurate measurement of the hoses ability to withstand an operating environment where the hose is drug across improved surfaces and unimproved surfaces during the set up, operation, and tear down of tactical fuel storage and distribution equipment. If the contractor finds that the abrasion test is not an adequate, they shall make recommendations on how to change the test to make it a more accurate. Based on the test results, the contractor shall down select to a minimum of one (1) prototype hose for Hose Manufacturing Scale up and Production Trials. (see section C.3.2)

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

C.3.1.5.1 Prototype Hose Test Report (Scientific and Technical Report): The contractor shall document the results of the Prototype Hose Testing from C.3.1.5 in a test report and submit said report in accordance with the requirements of Exhibit A, CDRL Data Item A003, within 13 months of contract award.

C.3.1.6 Parallel Path, Thermoplastic Coated Yarns: Simultaneous with the work described in paragraphs 3.1.1 3.1.5 above, the contractor shall work a parallel path that explores the use of an alternate coating method for hose construction. The goal of this approach shall be to evaluate the concept for the braided jacket design which aims to further simplify the production tooling for the coating process by using pre coated yarns. Any successful prototype hose sections that are developed and fabricated using this approach shall be tested in accordance with the requirements in MIL-PRF-370J. .

C.3.1.6.1 Parallel Path Thermoplastic Coated Yarns Test Report (Scientific and Technical Report): The contractor shall document the results of the hose testing in C.3.1.6 in a test report and deliver said test report in accordance with the requirements of Exhibit A, CDRL Data Item A004, within 8 months after contract award.

C.3.2 Hose Manufacturing Scale up and Production Trials

C.3.2.1 Full Scale Hose Fabrication Equipment and Tooling: The current equipment and tooling used in the hose manufacturing industry does not work with LPE and cannot be readily modified to accept LPE. Accordingly, the contractor shall design and fabricate prototype hose fabrication equipment and tooling to scale up the LPE manufacturing process from short sections fabricated in a laboratory environment (see C.3.1.3) to production length hose sections. The prototype manufacturing equipment, tooling and processes shall be capable of fabricating lengths of hose of 200 continuous feet or greater. The prototype fabrication equipment and tooling shall be capable of coating a braided or woven hose jacket with LPE to form a constant inner and outer hose surface. The fabrication process shall be one continuous process that coats the hose jacket with LPE and cures the LPE in a single operation.

C.3.2.2 Hose Fabrication Equipment Test and Validation: The contractor shall validate that the full-scale hose fabrication equipment is capable of fabricating a high-pressure lay-flat hose using the LPE process. (The validation shall be accomplished by fabricating the down selected hose design (a minimum of 1 design) from paragraph C.3.1.5. The contractor shall fabricate a minimum of four (4) sections of hose up to 25 feet in length for test and evaluation purposes. If the down select process resulted in more than one hose design, the contractor shall fabricate a minimum of two (2) sections of hose up to 25 feet in length using each hose design. The contractor shall inspect each section of hose to ensure that the process produces a uniform inner and outer hose surface that is free from defects.

C.3.2.3 Long length hose fabrication: Based on the results of C.3.2.2, the contractor shall down select to a minimum of one (1) hose design for long length fabrication. The contractor shall utilize the Full Scale Hose Fabrication Equipment and Tooling to fabricate one section of hose with a minimum length of 200 feet.

C.3.2.4 Scale Up Hose Test Plan (Scientific and Technical Report): The contractor shall develop a test plan that covers the testing and test procedures required in C.3.2.5 and submit said Test Plan in accordance with the requirements of Exhibit A, CDRL Data Item A005, within 18 months after contract award.

C.3.2.5 Hose Testing: The contractor shall perform testing on short sections of hose from the hose sections fabricated in C.3.2.2 and C.3.2.3. The contractor shall perform the following tests:

- (a) Visual Inspection of inner and outer hose surface to verify uniformity of the LPE coating process and lack of visual defects,
- (b) burst pressure testing,
- (c) elongation,
- (d) working pressure testing where the hose is held at working pressure for at least five (5) days, 8 hour per day.
- (e) torture testing where the hose is pressure-cycled from 0 psi to working pressure at least 30 times. The hose shall be held at working pressure for a minimum of 5 minutes during each pressure cycle.

After successful completion of these tests, the contractor shall perform testing per MIL-PRF-370J for

- (f) hydrocarbon exposure,
- (g) fuel compatibility,
- (h) hydrolysis,
- (i) abrasion resistance,
- (j) UV exposure, and
- (k) twist

C.3.2.6 Scale Up Hose Test Report (Scientific and Technical Report): The contractor shall prepare a test report that documents the results of the testing in C.3.2.5 and submit said Test Report in accordance with the requirements of Exhibit A, CDRL Data Item A006, within 22 months after contract award.

C.3.3 Hose End Fitting Design and Optimization

C.3.3.1 Hose End Fittings: The contractor shall develop and prove a hose end fitting that is suitable for use with the prototype hoses developed under this contract. The contractor shall evaluate design features that will increase the speed and ease of assembly during hose fabrication and during hose repair operations in the field. The contractor shall also evaluate design features that will

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

address fundamental manufacturability concerns of the hose end fitting and the completed hose assemblies with end fittings attached. The end hose fitting shall withstand a hydrostatic working pressure equal to the working pressure of the prototype hoses with no leaks, permanent deformation, mechanical damage, or structural failure. The hose end fitting shall withstand a proof pressure that is two (2) times the rated working pressure of the prototype hoses with no permanent deformation, mechanical damage, or structural failure. When subjected to the burst pressure of the prototype hose, the hose end fitting shall remain in place with no indication of slippage of the hose off the end fitting or structural failure of the hose end fitting when hose assembly is subjected to the hose burst pressure. The contractor shall evaluate the hydrostatic pressure test performance of the end fittings when attached to several different hose sections. The contractor shall make any modifications to the hose end fittings that are needed to eliminate slippage or leakage.

C.4 Meetings and Deliverables

C.4.1 Start of Work Meeting: 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 contract. The meeting shall be held at the Detroit Arsenal in Warren, MI. The COR 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) identified in Section G. The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

C.4.1.1 The contractor shall prepare and submit an agenda and briefing package in accordance with the requirements of Exhibit A, CDRL Data Item A007, within five (5) working days prior to the Start of Work Meeting.

C.4.1.2 The contractor shall prepare and deliver Meeting Minutes in accordance with the requirements of Exhibit A, CDRL Data Item A008, within five (5) working days after the Start of Work meeting. The minutes will include the agenda, a summary of the meeting content, and identification of action items.

C.4.2 Program Reviews: The contractor shall conduct Program Reviews at 6 months, 12 months, 18 months and 23 months after contract award. The Program Reviews shall be held via teleconference. The contractor shall update the Government personnel on the progress and status of the project to include testing, test results, hose development status, and any program concerns that have or will potentially have an impact on program cost and schedule.

C.4.2.1 The contractor shall prepare and deliver an agenda and a briefing package in accordance with the requirements of Exhibit A, CDRL Data Item A007, within five (5) working days of the Start of Work Meeting within five (5) days of each Program Review.

C.4.2.2 The contractor shall prepare and deliver Meeting Minutes in accordance with Exhibit A, CDRL Data Item A008, within five (5) working days after the completion of each Program Review meeting. The minutes will include the agenda, a summary of the meeting content, and identification of action items.

C.4.3 Contractors Progress Status and Management Report: The contractor shall prepare and submit a monthly Contractors Progress Status and Management Report in accordance with the requirements of Exhibit A, Contract Data Requirements List (CDRL) Data Item A001, with the first such report due 30 days after contract award and subsequent reports on the 20th day of each month after that date until the end of performance of this contract. The Contractors Progress Status and Management Report shall discuss the work performed during the reporting period. The report shall address any areas of the program that are behind schedule or are over the projected program costs, along with any anticipated cost overruns and a contingency plan that discusses the approach the contractor will take to recover from, or at least mitigate, any potential schedule or cost overrun. Each Contractors Progress Status and Management Report shall include the total project budget, the amount of funding expended during the reporting period, the cumulative amount of funding expended on the contract, and the estimated actual at completion program costs.

C.4.4 Commercialization Strategy Plan (Scientific and Technical Report): The contractor shall develop and deliver a Commercialization Strategy Plan to transition the hose fabrication technologies developed under this contract to the commercial market place. The commercialization strategy plan shall address the following areas:

(a) Any partnerships and business relationships the contractor establishes during the contract period of performance with companies who could become potential manufacturers and suppliers of the hose to the commercial market place;

(b) Discussion of all patent and data rights for the hose design, the hose manufacturing equipment and the hose manufacturing process for the hose developed under this contract;

(c) Discussion of how the contractor will transition the hose design, hose fabrication equipment and hose fabrication processes and technologies developed under the contract to either an existing commercial hose manufacturer or to a new hose supplier in the commercial market place;

(d) Discussion of the documentation that will be required to transition the hose fabrication technology to the commercial market place such as engineering drawings, manufacturers names and part numbers for all commercial components used in the fabrication of the hose, and specifications required to document the hose design and manufacturing process; and any other technical documentation the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0225 MOD/AMD	Page 14 of 50
Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION		

contractor develops or uses to complete the effort under this contract.

The contractor shall prepare and deliver an interim Commercialization Strategy Plan in accordance with the requirements of Exhibit A, CDRL Data Item A002, within 11 months after contract award. The contractor shall continue developing the Commercialization Strategy during the period of performance of the contract. The contractor shall submit a final Commercialization Strategy plan 21 months after contract award. The final Commercialization Strategy Plan shall include all of the information in the interim plan, work the contractor has done on the commercialization plan since the interim plan was submitted plus documentation such as, conceptual drawings, manufacturers names, and part numbers for all commercial components used in the fabrication of the hose and equipment developed under this contract.

C.5 Deliverables/Performance

C.5.1 Contractors Progress Status and Management Report: The contractor shall prepare all monthly progress status and management reports as described in C.4.3 and deliver said reports IAW CDRL item A001.

C.5.2 Commercialization Strategy Plan (Scientific and Technical Report): The contractor shall prepare an interim and final Commercialization Strategy Plan as described in C.4.4 and deliver said reports IAW CDRL item A002.

C.5.3 Prototype Hose Test Report (Scientific and Technical Report): The contractor shall prepare a Prototype Hose Test Report as described in C.3.1.5.1 and deliver said report IAW CDRL item A003.

C.5.4 Parallel Path Thermoplastic Coated Yarns Test Report (Scientific and Technical Report); The contractor shall prepare a Parallel Path Thermoplastic Coated Yarns Test Report as described in C.3.1.6.1 and deliver said report IAW CDRL item A004.

C.5.5 Scale Up Hose Test Plan (Scientific and Technical Report): The contractor shall prepare a Scale Up Hose Test Plan as described in C.3.2.4 and deliver said report IAW CDRL item A005.

C.5.6 Scale Up Hose Test Report (Scientific and Technical Report): The contractor shall prepare a Scale Up Hose Test Report as described in C.3.2.6 and deliver said report IAW CDRL item A006.

C.5.7 Agenda and Briefing Package (Presentation Material): The contractor shall prepare all Agenda and Briefing Packages as described in paragraph C.4.1.1 and C.4.2.1; and deliver said items IAW CDRL item A007.

C.5.8 Meeting Minutes (Report, Record of Meeting/Minutes): The contractor shall prepare all meeting minutes as described in paragraph C.4.1.2 and C.4.2.2; and deliver said meeting minutes IAW CDRL item A008.

C.6 Manpower Reporting

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

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

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

*** END OF NARRATIVE C0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 15 of 50****PIIN/SIIN** W56HZV-14-C-0225**MOD/AMD****Name of Offeror or Contractor:** MATERIALS SCIENCES CORPORATION

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Marking

D.1.1 All hardware deliverable under this contract shall be packaged in accordance with good commercial practice to assure arrival at destination without loss or damage.

D.1.2 All technical data (including software deliverables) delivered under this contract shall be delivered electronically subject to any security restrictions and shall be identified by the prime contract number, the name and address of the prime contractor and the name of the subcontractor (if any), which generated the data. The electronic data shall bear the following marking for (1) prime contractor of (2) subcontractor generated data as applicable:

(1) Prime Contract number:
Contractor Name:

(2) Prime Contract Number:
Contractor Name:
Subcontractor:
Subcontractor's Address:

*** END OF NARRATIVE D0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 16 of 50****PIIN/SIIN** W56HZV-14-C-0225**MOD/AMD****Name of Offeror or Contractor:** MATERIALS SCIENCES CORPORATION

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-2	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT	MAY/2001

E.1 INSPECTION & ACCEPTANCE POINT

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

*** END OF NARRATIVE E0001 ***

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

Page 17 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number -5-.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number -6-.

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(11) Description.

** Once per item.

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

F.1 PERIOD OF PERFORMANCE

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

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

F.2 DATA DELIVERABLES

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

F.3 MATERIAL/HARDWARE DELIVERABLES

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

US Army TARDEC
ATTN: David Green COR, RDTA-DP, MS #110
6501 E. 11 Mile Rd.
Warren, MI 48397-5000

*** END OF NARRATIVE F0001 ***

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ AMS CD/ LINE	MIPR/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AA	R34KJ115R3 40604775D8Z775	2	R.0012629.2.1	AA	\$ 2,194,425.00
TOTAL					\$ 2,194,425.00

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA	097 201320140400 1101 A60FL 40604775D8Z775 2550 L036353630 R.0012629.2.1	021001 \$ 2,194,425.00
TOTAL		\$ 2,194,425.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AA	AA	097 201320140400 1101 A60FL 40604775D8Z775 2550 L036353630 R.0012629.2.1	021001

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

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

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

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

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

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

-Cost Voucher

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

-Destination/Destination

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

Page 23 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(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	Indicate the Code HQ0337
Issue By DoDAAC	Indicate the Code W56HZV
Admin DoDAAC	Indicate the Code S3915A
Inspect By DoDAAC	Indicate the Code W91ATL
Ship To Code	Indicate the Code W91ATL
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	Indicate the Code W91ATL
Service Acceptor (DoDAAC)	Indicate the Code W91ATL
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	Indicate the Code
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.

- Contract Specialist email located in Block 5 of SF 26
- Contracting Officer's Representative (COR) email located in Section G
- Administrative Contracting Officer (ACO) email located in Section G

(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:

- Administrative Contracting Officer (ACO) email located in Section G

(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: David Green
E-mail: david.c.green78.civ@mail.mil

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

ACO: Maria Bruce
E-mail: Maria.Bruce@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]

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

Page 24 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

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

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 RELEASE OF INFORMATION OCT/2012
(TACOM)

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.1.2 If multiple SubCLINS exist on the same four-digit major CLIN, the contractor shall determine which six-digit SubCLIN contains the oldest fiscal year money and invoice against the SubCLIN containing the oldest money, until fully billed.

G.1.3 To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column listed in the Appropriation and Accounting Data listed in Section G. The first digit represents the fiscal year.

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 submit cost vouchers, along with corresponding backup data and information, for payment under this contract.

G.3.2 The contractor must notify the cognizant DCAA office whenever an interim voucher is placed into WAWF for processing and payment. This notification is to ensure timely processing and payment for the voucher. DCAA needs to review the voucher and approve.

G.3.3 The contractor must notify the Administrative Contracting Officer (ACO) by e-mail whenever a final voucher is placed into WAWF for processing and payment. This notification is to ensure timely processing and payment for the voucher. The ACO needs to review the voucher and approve.

*** END OF NARRATIVE G0001 ***

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

Page 25 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

H.1 SERVICES TO BE PERFORMED:

H.1.1 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

*** END OF NARRATIVE H0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 26 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC/2011
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-14	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-21	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-22	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-23	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-26	52.216-8	FIXED FEE	JUN/2011
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2014
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-30	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-33	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-35	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL/2014
I-36	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-37	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-38	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-39	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-40	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-42	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-43	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-44	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-45	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-46	52.232-1	PAYMENTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-48	52.232-11	EXTRAS	APR/1984
I-49	52.232-17	INTEREST	MAY/2014
I-50	52.232-20	LIMITATION OF COST	APR/1984
I-51	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-52	52.232-25	PROMPT PAYMENT	JUL/2013
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-54	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-55	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-56	52.233-1	DISPUTES	MAY/2014

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 27 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-57	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-58	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-59	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-60	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-61	52.242-13	BANKRUPTCY	JUL/1995
I-62	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-63	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-64	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2014
I-65	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-66	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-67	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-68	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-69	52.249-14	EXCUSABLE DELAYS	APR/1984
I-70	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-72	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-73	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-74	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-75	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-76	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-78	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-79	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-80	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-81	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
I-82	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-83	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-84	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-85	252.222-7003	PERMIT FROM ITALIAN INSPECTORATE OF LABOR	JUN/1997
I-86	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-87	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-88	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-89	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-90	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-91	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-92	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-93	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-94	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-95	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-96	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-97	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-98	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-99	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-100	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-101	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-102	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-103	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-104	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-105	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-106	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-107	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-108	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-109	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-110	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-111	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-112	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-113	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012

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

Page 28 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-114	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-115	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-116	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-117	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-118	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-119	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-120	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-121	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-122	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-123	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
I-124	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-125	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

(a) Invoicing.

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

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

Page 29 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

Page 30 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

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

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

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

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

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

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

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

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

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

for in this contract. The understanding is incorporated into this contract upon execution.

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

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

(End of Clause)

I-126

52.222-2

PAYMENT FOR OVERTIME PREMIUMS

JUL/1990

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-127

52.227-11

PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR

MAY/2014

(a) As used in this clause--

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

Made means--

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

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

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

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

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

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(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.

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(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.

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I-128

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 10 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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0225 MOD/AMD	Page 36 of 50
Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION		

the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 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-129 52.244-2 SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

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

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

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

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

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

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

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(2) Is fixed-price and exceeds

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 38 of 50
	PIIN/SIIN W56HZV-14-C-0225 MOD/AMD	

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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

(End of clause)

I-130 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the United States Army under Contract No. W56HZV-14-C-0225.

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

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-132 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offerors base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR

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

Page 40 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-133

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 [] is, [] is not a small business concern under NAICS Code 541712 assigned to contract number W56HZV-14-C-0225.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 41 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(End of clause)

I-134 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014)
2013-00014)

AUG/2013

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

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

Page 43 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

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

Page 44 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Governments fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Governments fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-135 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)	
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.

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

Page 47 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

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

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

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

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

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

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

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

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

(End of Clause)

I-136 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) *N/A, 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-137 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-138 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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 48 of 50
	PIIN/SIIN W56HZV-14-C-0225 MOD/AMD	

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-139 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.) ACT

None _____

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

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

(End of clause)

I-140 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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0225 MOD/AMD	Page 49 of 50
Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION		

technical personnel assigned to this contract.

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

[End of Clause]

I-141 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

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

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

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 50 of 50

PIIN/SIIN W56HZV-14-C-0225

MOD/AMD

Name of Offeror or Contractor: MATERIALS SCIENCES CORPORATION

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST	24-JUN-2014	006	DATA

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

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

- A. CONTRACT LINE ITEM NO: 0002
- B. EXHIBIT.....: A
- C. CATEGORY.....: Reports
- D. SYSTEM/ITEM.....: LPE Process with Woven and Braided Hose Jackets for 6-inch High Pressure Hoseline
- E. CONTRACT NO.....: W56HZV-14-C-0225
- F. CONTRACTOR.....: Material Sciences Corporation

-
- 1. DATA ITEM NO.....: A001
 - 2. TITLE OF DATA ITEM.....: Contractor's Progress Status and Management Report
 - 3. SUBTITLE.....: Monthly Program Reports
 - 4. AUTHORITY.....: DI-MGMT-80227 (T) (See item 16a. below)
 - 5. CONTRACT REFERENCE.....: C.4.3
 - 6. REQUIRING OFFICE.....: RDTA-DP
 - 7. DD250 REQ.....: LT
 - 8. APP CODE.....: N/A
 - 9. DIST. STATEMENT REQUIRED: C (See item 16c below)
 - 10. FREQUENCY.....: Monthly
 - 11. AS OF DATE.....: N/A
 - 12. DATE OF FIRST SUB.....: See Item 16 below
 - 13. DATE OF SUBS.SUB.....: See Item 16 below
 - 14. DISTRIBUTION ADDRESSEES: Submit reports electronically to the E-Mail addresses shown immediately below:

Name: David Green, COR, E-MAIL: david.c.green78.civ@mail.mil
Name: James Giacchina, Contract Specialist, E-MAIL: james.j.giacchina.civ@mail.mil
Name: Cognizant ACO, See Section G

- 15. TOTAL..: 1 ea.
- 16. REMARKS:

- a. DI-MGMT-80227 is tailored by deleting 10.2, 10.3(k), and 10.3(1)
- b. The Contractor shall submit monthly Contractor's Progress Status and Management Report by the 20th of each month. The first delivery is not due until at least 30 days after contract award.
- c. DISTRIBUTION STATEMENT C: The Contractor shall insert the following restrictive marking on each Monthly Report: "Distribution authorized to U.S. Government Agencies and their contractors to protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means (date of determination**). Other requests for this document shall be referred to the U.S. Army Tank Automotive Research, Development and Engineering Center, RDTA-DP, Petroleum Storage & Distribution Equipment, David Green, 6501 East 11 Mile Road Mail Stop 110, Warren, Michigan 48397-5000."

**Contractor will insert the date of their deliverable in this space prior to delivery.

- 17. PRICE GROUP.....: N/A
- 18. ESTIMATED TOTAL PRICE..: N/A

-
- 1. DATA ITEM NO.....: A002
 - 2. TITLE OF DATA ITEM.....: Scientific and Technical Reports
 - 3. SUBTITLE.....: Commercialization Strategy Plan
 - 4. AUTHORITY.....: DI-MISC-80711A
 - 5. CONTRACT REFERENCE.....: C.4.4

- 6. REQUIRING OFFICE.....: RDTA-DP
- 7. DD250 REQ.....: LT
- 8. APP CODE.....: N/A
- 9. DIST. STATEMENT REQUIRED: C (See Item 16c below)
- 10. FREQUENCY.....: See Item 16 below
- 11. AS OF DATE.....: Date of Contract Award
- 12. DATE OF FIRST SUB.....: See Item 16 below
- 13. DATE OF SUBS.SUB.....: See Item 16 below

- 14. DISTRIBUTION: Submit reports electronically to the E-Mail addresses shown immediately below:

Name: David Green, COR, E-MAIL: david.c.green78.civ@mail.mil
Name: James Giacchina, Contract Specialist, E-MAIL: james.j.giacchina.civ@mail.mil
Name: Cognizant ACO, See Section G

- 15. TOTAL.: 1 ea.
- 16. REMARKS:

- a. The interim Commercialization Strategy Plan is due no later than 11 months after contract award. The COR will have 15 working days to review and accept or request revision to the interim Commercialization Strategy Plan. If the COR requests revision to the interim Commercialization Strategy Plan, the contractor shall have 15 working days to make the revisions and resubmit the final interim commercialization strategy plan to the COR.

- b. The contractor shall deliver the final Commercialization Strategy Plan to the COR no later than 21 months after contract award. The COR shall have 20 working days to review and accept or request revision to the final Commercialization Strategy Plan. If the COR requests revision to the final Commercialization Strategy Plan, the contractor shall have 20 working days to make the revisions and resubmit the final plan to the COR.

- c. DISTRIBUTION STATEMENT C: The Contractor shall insert the following restrictive marking on the commercialization strategy plan: "Distribution authorized to U.S. Government Agencies and their contractors to protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means (date of determination**). Other requests for this document shall be referred to the U.S. Army Tank Automotive Research, Development and Engineering Center, RDTA-DP, Petroleum Storage & Distribution Equipment, David Green, 6501 East 11 Mile Road Mail Stop 110, Warren, Michigan 48397-5000."

- 17. PRICE GROUP.....: N/A
- 18. ESTIMATED TOTAL PRICE.: N/A

-
- 1. DATA ITEM NO.....: A003
 - 2. TITLE OF DATA ITEM.....: SCIENTIFIC AND TECHNICAL REPORT
 - 3. SUBTITLE.....: Prototype Hose Test Report
 - 4. AUTHORITY.....: DI-MISC-80711A(T) (see Item 16a. below)
 - 5. CONTRACT REFERENCE.....: C.3.1.5.1
 - 6. REQUIRING OFFICE.....: RDTA-DP
 - 7. DD250 REQ.....: LT
 - 8. APP CODE.....: N/A
 - 9. DIST. STATEMENT REQUIRED: C (See Item 16c below)
 - 10. FREQUENCY.....: See Item 16 below
 - 11. AS OF DATE.....: N/A
 - 12. DATE OF FIRST SUB.....: See Item 16 below
 - 13. DATE OF SUBS.SUB.....: See Item 16 below
 - 14. DISTRIBUTION ADDRESSEES: Submit reports electronically to the E-Mail addresses shown immediately below:

Name: David Green, COR, E-MAIL: david.c.green78.civ@mail.mil
Name: James Giacchina, Contract Specialist, E-MAIL: james.j.giacchina.civ@mail.mil
Name: Cognizant ACO, See Section G

- 15. TOTAL.: 1 ea.
- 16. REMARKS:

- a. DI-MISC-80711A is tailored by deleting 10.2.

- b. The contractor shall deliver the prototype hose test report no later than 13 months after contract award. The COR shall have 15

working days to review and accept the test report or request revision. If the COR requests revision, the contractor shall have 15 working days to revise the Test Report and resubmit to the COR.

c. DISTRIBUTION STATEMENT C: The Contractor shall insert the following restrictive marking on the Test Report:
"Distribution authorized to U.S. Government Agencies and their contractors to protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means (date of determination**). Other requests for this document shall be referred to the U.S. Army Tank Automotive Research, Development and Engineering Center, RDTA-DP, Petroleum Storage & Distribution Equipment, David Green, 6501 East 11 Mile Road Mail Stop 110, Warren, Michigan 48397-5000."

**Contractor will insert the date of their deliverable in this space prior to delivery.

- 17. PRICE GROUP.....: N/A
 - 18. ESTIMATED TOTAL PRICE..: N/A
-

- 1. DATA ITEM NO.....: A004
- 2. TITLE OF DATA ITEM.....: SCIENTIFIC AND TECHNICAL REPORT
- 3. SUBTITLE.....: Parallel Path Thermoplastic Coated Yarns Test Report
- 4. AUTHORITY.....: DI-MISC-80711A (See item 16a. below)
- 5. CONTRACT REFERENCE.....: C.3.1.6.1
- 6. REQUIRING OFFICE.....: RDTA-DP
- 7. DD250 REQ.....: LT
- 8. APP CODE.....: N/A
- 9. DIST. STATEMENT REQUIRED: C (See block 16c)
- 10. FREQUENCY.....: See Item 16 below
- 11. AS OF DATE.....: Date of Contract Award
- 12. DATE OF FIRST SUB.....: See Item 16 below
- 13. DATE OF SUBS.SUB.....: See Item 16 below
- 14. DISTRIBUTION ADDRESSEES: Submit reports electronically to the E-Mail addresses shown immediately below:

Name: David Green, COR, E-MAIL: david.c.green78.civ@mail.mil
Name: James Giacchina, Contract Specialist, E-MAIL: james.j.giacchina.civ@mail.mil
Name: Cognizant ACO, See Section G

- 15. TOTAL..: 1 ea.
- 16. REMARKS:

- a. DI-MISC-80711A is tailored by deleting 10.2.
- b. The contractor shall deliver the test report no later than 8 months after contract award. The COR shall have 15 working days to review and accept the test report or request revision. If the COR requests revision, the contractor shall have 15 working days to revise the Test Report and resubmit to the COR.
- c. DISTRIBUTION STATEMENT C: The Contractor shall insert the following restrictive marking on the Test Report:
"Distribution authorized to U.S. Government Agencies and their contractors to protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means (date of determination**). Other requests for this document shall be referred to the U.S. Army Tank Automotive Research, Development and Engineering Center, RDTA-DP, Petroleum Storage & Distribution Equipment, David Green, 6501 East 11 Mile Road Mail Stop 110, Warren, Michigan 48397-5000."

**Contractor will insert the date of their deliverable in this space prior to delivery.

- 17. PRICE GROUP.....: N/A
 - 18. ESTIMATED TOTAL PRICE..: N/A
-

- 1. DATA ITEM NO.....: A005
- 2. TITLE OF DATA ITEM.....: SCIENTIFIC AND TECHNICAL REPORT
- 3. SUBTITLE.....: Scale Up Hose Test Plan
- 4. AUTHORITY.....: DI-MISC-80711A (see 16a. below)
- 5. CONTRACT REFERENCE.....: C.3.2.4
- 6. REQUIRING OFFICE: RDTA-DP
- 7. DD250 REQ.....: LT
- 8. APP CODE.....: N/A

- 9. DIST. STATEMENT REQUIRED: C (See Item 16c below)
- 10. FREQUENCY.....: See Item 16
- 11. AS OF DATE.....: Date of Contract Award
- 12. DATE OF FIRST SUB.....: See Item 16 below
- 13. DATE OF SUBS.SUB.....: See Item 16 below
- 14. DISTRIBUTION ADDRESSEES: Submit reports electronically to the E-Mail addresses shown immediately below:

Name: David Green, COR, E-MAIL: david.c.green78.civ@mail.mil
Name: James Giacchina, Contract Specialist, E-MAIL: james.j.giacchina.civ@mail.mil
Name: Cognizant ACO, See Section G

- 15. TOTAL.: 1 ea.
- 16. REMARKS:

- a. DI-MISC-80711A is tailored by deleting 10.2.
- b. The contractor shall deliver the Scale Up Hose Test Plan no later than 18 months after contract award. The COR will have 7 working days to review the test plan and provide comments back to the contractor. The contractor shall have 7 working days to incorporate the governments comments and resubmit the test plan to the COR.
- c. DISTRIBUTION STATEMENT C: The Contractor shall insert the following restrictive marking on the Test Plan: "Distribution authorized to U.S. Government Agencies and their contractors to protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means (date of determination**). Other requests for this document shall be referred to the U.S. Army Tank Automotive Research, Development and Engineering Center, RDTA-DP, Petroleum Storage & Distribution Equipment, David Green, 6501 East 11 Mile Road Mail Stop 110, Warren, Michigan 48397-5000."

**Contractor will insert the date of their deliverable in this space prior to delivery.

- 17. PRICE GROUP.....: N/A
- 18. ESTIMATED TOTAL PRICE.: N/A

-
- 1. DATA ITEM NO.....: A006
 - 2. TITLE OF DATA ITEM.....: SCIENTIFIC AND TECHNICAL REPORT
 - 3. SUBTITLE.....: Scale Up Hose Test Report
 - 4. AUTHORITY.....: DI-MISC-80711A (see item 16a. below)
 - 5. CONTRACT REFERENCE.....: C.3.2.6
 - 6. REQUIRING OFFICE.....: RDTA-DP
 - 7. DD250 REQ.....: LT
 - 8. APP CODE.....: N/A
 - 9. DIST. STATEMENT REQUIRED: C (See Item 16c below)
 - 10. FREQUENCY.....: See Item 16 below
 - 11. AS OF DATE.....: Date of Contract Award
 - 12. DATE OF FIRST SUB.....: See Item 16 below
 - 13. DATE OF SUBS.SUB.....: See Item 16 below
 - 14. DISTRIBUTION ADDRESSEES: Submit reports electronically to the E-Mail addresses shown immediately below:

Name: David Green, COR, E-MAIL: david.c.green78.civ@mail.mil
Name: James Giacchina, Contract Specialist, E-MAIL: james.j.giacchina.civ@mail.mil
Name: Cognizant ACO, See Section G

- 15. TOTAL.: 1 ea.
- 16. REMARKS:

- a. DI-MISC-80711A is tailored by deleting 10.2.
- b. The contractor shall deliver the Scale Up Hose Test Report by 22 months after contract award. The COR will have 15 working days to review and accept the test report or request revisions to the test report. The contractor shall have 15 working days to revise the report and resubmit it to the Government COR.
- c. DISTRIBUTION STATEMENT C: The Contractor shall insert the following restrictive marking on the Test Report: "Distribution authorized to U.S. Government Agencies and their contractors to protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means (date of determination**). Other requests

for this document shall be referred to the U.S. Army Tank Automotive Research, Development and Engineering Center, RDTA-DP, Petroleum Storage & Distribution Equipment, David Green, 6501 East 11 Mile Road Mail Stop 110, Warren, Michigan 48397-5000."

**Contractor will insert the date of their deliverable in this space prior to delivery.

- 17. PRICE GROUP.....: N/A
- 18. ESTIMATED TOTAL PRICE..: N/A

-
- 1. DATA ITEM NO.....: A007
 - 2. TITLE OF DATA ITEM.....: Presentation Material
 - 3. SUBTITLE.....: Agenda and Briefing Package
 - 4. AUTHORITY.....: DI-ADMN-81373
 - 5. CONTRACT REFERENCE.....: C.4.1.1, C.4.2.1
 - 6. REQUIRING OFFICE.....: RDTA-DP
 - 7. DD250 REQ.....: LT
 - 8. APP CODE.....: N/A
 - 9. DIST. STATEMENT REQUIRED: C (See Item 16c below)
 - 10. FREQUENCY.....: Once
 - 11. AS OF DATE.....: Date of Contract Award
 - 12. DATE OF FIRST SUB.....: See Item 16 below
 - 13. DATE OF SUBS.SUB.....: See Item 16 below
 - 14. DISTRIBUTION ADDRESSEES: Submit electronically to the E-Mail addresses shown immediately below:

Name: David Green, COR, E-MAIL: david.c.green78.civ@mail.mil
Name: James Giacchina, Contract Specialist, E-MAIL: james.j.giacchina.civ@mail.mil
Name: Cognizant ACO, See Section G

- 15. TOTAL..: 1 ea.
- 16. REMARKS:

a. The contractor shall provide a copy of the agenda and briefing package to the COR, 5 working days prior to (i) the Start of Work Meeting and (ii) each program review. The COR shall have two working days to review the material and provide comments back to the contractor. The contractor shall address the CORs comments and deliver the final agenda and briefing package to the COR (i) at the start of work meeting and (ii) one work-day prior to each program review.

b. DISTRIBUTION STATEMENT C: The Contractor shall insert the following restrictive marking on the on the Briefing Packages: "Distribution authorized to U.S. Government Agencies and their contractors to protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means (date of determination**). Other requests for this document shall be referred to the U.S. Army Tank Automotive Research, Development and Engineering Center, RDTA-DP, Petroleum Storage & Distribution Equipment, David Green, 6501 East 11 Mile Road Mail Stop 110, Warren, Michigan 48397-5000."

**Contractor will insert the date of their deliverable in this space prior to delivery.

- 17. PRICE GROUP.....: N/A
- 18. ESTIMATED TOTAL PRICE..: N/A

-
- 1. DATA ITEM NO.....: A008
 - 2. TITLE OF DATA ITEM.....: Report, Record of Meeting/Minutes
 - 3. SUBTITLE.....: Meeting Minutes
 - 4. AUTHORITY.....: DI-ADMN-81505(T) (see item 16a. below)
 - 5. CONTRACT REFERENCE.....: C.4.1.2, C.4.2.2
 - 6. REQUIRING OFFICE.....: RDTA-DP
 - 7. DD250 REQ.....: LT
 - 8. APP CODE.....: N/A
 - 9. DIST. STATEMENT REQUIRED: C (See Item 16c below)
 - 10. FREQUENCY.....: See Item 16 below
 - 11. AS OF DATE.....: Date of Contract Award
 - 12. DATE OF FIRST SUB.....: See Item 16 below
 - 13. DATE OF SUBS. SUB.....: See Item 16 below
 - 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Name: David Green, COR, E-MAIL: david.c.green78.civ@mail.mil
Name: James Giacchina, Contract Specialist, E-MAIL: james.j.giacchina.civ@mail.mil
Name: Cognizant ACO, See Section G

15. TOTAL.: 1 ea.

16. REMARKS:

a. DI-ADMN-81505 is tailored by deleting 10.4

b. The Contractor shall submit meeting minutes to the COR within 5 days of the completion of the Start of Work meeting, and within 5 days of completion of each program review.

c. DISTRIBUTION STATEMENT C: The Contractor shall insert the following restrictive marking on the Meeting Minutes:
"Distribution authorized to U.S. Government Agencies and their contractors to protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means (date of determination**). Other requests for this document shall be referred to the U.S. Army Tank Automotive Research, Development and Engineering Center, RDTA-DP, Petroleum Storage & Distribution Equipment, David Green 6501 East 11 Mile Road Mail Stop 110, Warren, Michigan 48397-5000."

**Contractor will insert the date of their deliverable in this space prior to delivery.

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

18. ESTIMATED TOTAL PRICE.: N/A

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

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

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

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

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

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

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

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

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

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

U.S. Army TARDEC
Attn: David Green / RDTA / Mail Stop: 110
6501 East 11 Mile Road
Warren, MI 48397-5000

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

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