

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 8**

PIIN/SIIN W56HZV-10-C-0164

MOD/AMD P00020

Name of Offeror or Contractor: REGENTS OF THE UNIVERSITY OF MICHIGAN

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JAYSON WEATHERINGTON
Buyer Office Symbol/Telephone Number: CTA-ASG-A/(586)282-9678
Type of Contract: Cost No Fee
Kind of Contract: Research and Development Contracts
Type of Business: Other Nonprofit
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems
Contract Expiration Date: 2015FEB25

*** End of Narrative A0000 ***

PROGRAM: TARDEC Robotics Institute Support

PURPOSE OF MODIFICATION: Exercise Option Hours and Provide Funding

Previous Contract Amount: \$3,887,249.18
Amount This Action: \$ 149,999.00
Total Contract Amount: \$4,037,248.18

Total Hours Negotiated: 80,000

Prior Hours Authorized: 30,206
Hours Authorized This Action: 1,662
Total Hours Authorized: 32,041

Total Hours Available: 47,959

1. This is a bilateral modification pursuant to B.2 "Rate Schedule" and H.1 "Option for Additional Level of Effort".
2. The purpose of Modification P00020 is to exercise 1,662 hours under new Work Directive (WD) 010.
3. As a result of Modification P00020, the following changes are made to the contract:

Section B - SubCLIN 0013AA is established and funded in the amount of \$149,999 to fund 1,662 hours under WD 010.

Section G - Applicable accounting data is updated.

Section H - Paragraph H.1.1 is revised to show the total option hours available for exercise.
4. Except as provided herein, all other terms and conditions remain in full force and effect.

*** END OF NARRATIVE A0020 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-10-C-0164 MOD/AMD P00020

Name of Offeror or Contractor: REGENTS OF THE UNIVERSITY OF MICHIGAN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0013	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>WD 010 REV 000</p> <p>The Contractor shall furnish all the supplies and services to accomplish the tasks specified in WD 010 to the Level-of-Effort stated in WD 010 and in accordance with Section C. Scope of Work.</p> <p>CLIN 0013 includes the initial award of 1,662 Man-Hours along with any option man-hours, exercised in accordance with Special provision paragraph H.1, which are applied to WD 010.</p> <p><u>Total Estimated Cost for WD 010:</u> \$149,999.00</p> <p><u>Total Awarded LOE Man-Hours for WD 010:</u> 1,662 Man-Hours</p> <p><u>Total Awarded LOE Man-Hours for WD 008 by Labor Category:</u></p> <p><u>Project Manager:</u> -0- Man-Hours</p> <p><u>Senior Engineer:</u> 75 Man-Hours</p> <p><u>Research Scientist:</u> -0- Man-Hours</p> <p><u>GSRA:</u> 1,587 Man-Hours</p> <p>(End of narrative A001)</p>													
0013AA	<p><u>SERVICES - PRICED</u></p> <p>GENERIC NAME DESCRIPTION: WD 010 REV 000 CLIN CONTRACT TYPE: Cost No Fee PRON: R33AF023R3 PRON AMD: 01 ACRN: AN</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>14-SEP-2013</td> </tr> </table> <p>\$ 149,999.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	14-SEP-2013	1	LO		\$ 149,999.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	14-SEP-2013												

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-10-C-0164

MOD/AMD P00020

Name of Offeror or Contractor: REGENTS OF THE UNIVERSITY OF MICHIGAN

B.1 ESTIMATED COST AND PAYMENT

B.1.1 The estimated cost to the Government for performance of work under the Contract is set forth in Section B. In consideration of performance of the work specified under each separately priced CLIN (and corresponding Work Directive), the Government anticipates paying the Contractor the Estimated Cost amount shown opposite that CLIN. The amount shown shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 The contractor will be paid the estimated cost stated in Section B of each separately priced CLIN for performance of work under the CLIN's corresponding Work Directive, in accordance with the terms of the contract clause entitled Cost Contract - No Fee (Apr 1984), FAR 52.216-11, Alt I. The reimbursement of actual costs 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 costs shall be determined and payment thereof, shall be provided in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment", (Dec 2002), FAR 52.216-7. The Contractor may submit public vouchers every two weeks for payment under this Contract.

B.1.4 OVERRUNS/UNDERRUNS

B.1.4.1 In general, the Government will address both overruns and underruns via the Limitation of Cost General Provision of the contract. To the extent consistent with law, regulation, and customer requirements, the PCO will determine whether Work Directives projecting an overrun can be used to offset those projecting an underrun.

B.1.5 PAYMENT

B.1.5.1 The Contractor may submit public vouchers biweekly for payment under this contract, subject to any withholding pursuant to provisions of this contract.

B.1.6 FUNDING

B.1.6.1 The Contractor shall notify the Government in accordance with the Contract Clause entitled "LIMITATION OF COST," whenever it has reason to believe that the funds allotted to this Contract by Work Directive are insufficient for the performance of the work required.

B.2 RATE SCHEDULE

B.2.1 For the total available option hours (Section H.1) under this contract, the contractor shall price this effort in accordance with the rate schedule set forth below.

B.2.6.2 Estimated Composite Hourly Labor Rates (Exclusive of travel, material, or other direct costs)(by Labor category and time period)(rates are fully burdened):

<u>Time Period</u>	<u>Labor Category</u>	<u>Est. Cost Per Hr</u>
<u>Award thru 12/31/10</u> Composite Hourly Rates	Program Manager.....	\$ 151.20 per hour
	Senior Engineer.....	\$ 162.75 per hour
	Research Scientist / postdoctoral Scholar.....	\$ 89.33 per hour
	Graduate Student	
	Research Assistant.....	\$ 58.60 per hour
<u>01/01/11 thru 12/31/11</u> Composite Hourly Rates	Program Manager.....	\$ 155.74 per hour
	Senior Engineer.....	\$ 167.63 per hour
	Research Scientist / postdoctoral Scholar.....	\$ 92.01 per hour
	Graduate Student	
	Research Assistant.....	\$ 60.81 per hour

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

Page 5 of 8

PIIN/SIIN W56HZV-10-C-0164

MOD/AMD P00020

Name of Offeror or Contractor: REGENTS OF THE UNIVERSITY OF MICHIGAN

01/01/12 thru 12/31/12
Composite Hourly Rates
Program Manager.....\$ 160.41 per hour
Senior Engineer.....\$ 172.66 per hour
Research Scientist /
postdoctoral Scholar.....\$ 94.78 per hour
Graduate Student
Research Assistant.....\$ 63.01 per hour

01/01/13 thru 12/31/13
Composite Hourly Rates
Program Manager.....\$ 160.41 per hour
Senior Engineer.....\$ 172.66 per hour
Research Scientist /
postdoctoral Scholar.....\$ 94.78 per hour
Graduate Student
Research Assistant.....\$ 63.01 per hour

01/01/14 thru 12/31/14
Composite Hourly Rates
Program Manager.....\$ 160.41 per hour
Senior Engineer.....\$ 172.66 per hour
Research Scientist /
postdoctoral Scholar.....\$ 94.78 per hour
Graduate Student
Research Assistant.....\$ 63.01 per hour

01/01/15 thru 02/25/15
Composite Hourly Rates
Program Manager.....\$ 160.41 per hour
Senior Engineer.....\$ 172.66 per hour
Research Scientist /
postdoctoral Scholar.....\$ 94.78 per hour
Graduate Student
Research Assistant.....\$ 63.01 per hour

B.2.6.3 The minimum number of hours expected to be awarded with the base effort is 4,765 hours.

*** END OF NARRATIVE B0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-10-C-0164

MOD/AMD P00020

Name of Offeror or Contractor: REGENTS OF THE UNIVERSITY OF MICHIGAN

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0013AA	R33AF023R3	2	R.0005735.2.7	AN \$	0.00 \$	149,999.00 \$	149,999.00
					NET CHANGE \$	149,999.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AN	021 201320142040 A60FL 633005515RK10 251A L034110724 R.0005735.2.7	021001 \$ 149,999.00
		NET CHANGE \$ 149,999.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 3,887,249.18	\$ 149,999.00	\$ 4,037,248.18

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	
0013AA	AN	021 201320142040 A60FL 633005515RK10	251A L034110724 R.0005735.2.7 021001

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 7 of 8
	PIIN/SIIN W56HZV-10-C-0164 MOD/AMD P00020	

Name of Offeror or Contractor: REGENTS OF THE UNIVERSITY OF MICHIGAN

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION FOR ADDITIONAL LEVEL OF EFFORT

H.1.1 The Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by up to 47,959* additional hours, as follows:

H.1.1.1 The Government may exercise the option in any number of increments at any time but not later than 25 February 2015, in accordance with the rate schedule listed in section B.2.6.2.

H.1.1.2 The period of performance for the work to be performed shall be as specified in the individual work directives.

H.1.1.3 The Government may exercise the option by adding to existing CLIN 0001, CLIN 0002, CLIN 0003, or CLIN 0004, or by establishing a new CLIN or Sub-CLIN.

*Last Modified by MOD P00020

H.2 WORK DIRECTIVE LIMITATION OF COST: The Contractor shall notify the Contracting Officer in writing whenever they have reason to believe that the costs or hours incurred under the Work Directive in the next 30 days, when added to all costs or hours previously incurred, will exceed 85 percent of the estimated cost or hours specified on the Work Directive. The time period and percentage for contractor notification supersedes that in FAR 52.232-20.

H.3 ORDERING AND CONTRACT ADMINISTRATION: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the Statement of Work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.4 GOVERNMENT FURNISHED PROPERTY (GFP/GFE/GFM): Government furnished property will be provided to the Contractor as required by individual work directive(s). The following GFE is accountable to Contract W56HZV-10-C-0164 and is provided specifically for its intended use as outlined in the individual Work Directives. GFE is to be returned to the Government upon the Contractor's completion of the effort which dictates use of said GFE.

- one (1) FMTV Vehicle
VIN: B-T013505EFLJ
Registration: #NLLDJ4
Accountable to WD #001

- one (1) FMTV Vehicle
VIN: A-T101498BGER
Registration: #NH1P1F
Accountable to WD #001

- one (1) FMTV Vehicle
VIN: A-T110927EGDT
Registration: #NH1TGU
Accountable to WD #001

- one (1) Ford Escape
Serial Number W021456
VIN: 1FMCU4K3XAKC299
Government License Plate #: W021456
Acquisition Cost: \$350,000
Accountable to WD #007

THE CONTRACTOR IS AUTHORIZED TO OPERATE THIS GOVERNMENT OWNED VEHICLE. *
Army Regulation 58.1 applies to this vehicle.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-10-C-0164 MOD/AMD P00020	Page 8 of 8
Name of Offeror or Contractor: REGENTS OF THE UNIVERSITY OF MICHIGAN		

H.5 CERTIFICATION OF DATA:

(a) Definition. Technical data has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software

(b) Certification. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor certifies that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The certification period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above certification which the Contractor discovers within the certification period.

(d) Remedies. The following remedies shall apply to all breaches of the certification, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the certification period:

(1) Within a reasonable time after such notification, the Contracting Officer may

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

H.6 SERVICES TO BE PERFORMED:

H.6.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with individual Work Directives authorized by the Contracting Officer. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

H.6.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

H.6.3 All documents or reports produced by the contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside the Scope of Work set forth in either this contract or awarded work directives.

*** END OF NARRATIVE H0001 ***