

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA4	<b>Page</b> 1	<b>Of</b> 31	<b>Pages</b>
<b>2. Contract (Proc. Inst. Ident.) No.</b> W56HZV-14-C-0270		<b>3. Effective Date</b> 2014AUG11	<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY CONTRACTING COMMAND MICHAEL CIACIUCH WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310		<b>Code</b> S2305A	
<b>e-mail address:</b> MICHAEL.R.CIACIUCH.CIV@MAIL.MIL						

<b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> AUTOMATION ALLEY 2675 BELLINGHAM DR TROY, MI 48083-2044		<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
<b>Code</b> 4VZB7		<b>9. Discount For Prompt Payment</b>	
<b>Facility Code</b>		<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>	
		<b>Item</b> 12	
		<b>To The Address Shown In:</b>	

<b>11. Ship To/Mark For</b> SEE SCHEDULE	<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266	<b>Code</b> HQ0337
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<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		<b>14. Accounting And Appropriation Data</b> SEE SECTION G			
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Supplies/Services</b>	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>
<b>15G. Total Amount Of Contract</b> →					\$291,465.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	22
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	31
X	D	Packaging and Marking	13	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	14		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	15		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	16		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	20				

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

<b>17.</b> <input checked="" type="checkbox"/> 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.)	<b>18.</b> <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.)
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<b>19A. Name And Title Of Signer (Type Or Print)</b>	<b>20A. Name Of Contracting Officer</b>  RYAN W. STACEY RYAN.W.STACEY.CIV@MAIL.MIL (586)282-7167
<b>19B. Name of Contractor</b>	<b>20B. United States Of America</b>
<b>19c. Date Signed</b>	<b>20C. Date Signed</b> 2014AUG11
<b>By</b> _____ (Signature of person authorized to sign)	<b>By</b> _____ /SIGNED/ (Signature of Contracting Officer)

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## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MICHAEL CIACIUCH

Buyer Office Symbol/Telephone Number: CCTA-ASG-B/(586)282-9630

Type of Contract: Cost No Fee

Kind of Contract: Research and Development Contracts

Type of Business: Other Nonprofit

Surveillance Criticality Designator: C

Weapon System: BFVS(M2, M2A1, M2A2),BFVS(M3, M3A1,M3A2)

\*\*\* End of Narrative A0000 \*\*\*



**CONTINUATION SHEET**

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**PIIN/SIIN** W56HZV-14-C-0270 **MOD/AMD**

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$ 291,465.00				



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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4600	TRUSTED ASSOCIATE SPONSORSHIP SYSTEM (TASS) PROGRAM	OCT/2013

The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent\* (TA), unless there are extenuating circumstances approved by the Contracting Officers Representative (COR) or Contracting Officer. \*The COR will be the TA for this contract.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require logical access to a government computer network. This can be done by going to <http://www.us.army.mil> and register as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firms single point of contact for Trusted Associate Sponsorship System (TASS). If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoDs TASS. The contractors FSO or contractor employee shall submit requests for a CAC via email to the TASS Trusted Agent (TA) at <CONTACT COR FOR THIS E-MAIL ADDRESS> before accessing the TASS website.

The government will establish a TASS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the TASS account and complete the CAC application (entering/editing contractor information as applicable) at <https://www.dmdc.osd.mil/tass/operator/consent?continueToUrl=%2Ftass%2Findex.jsp>.

The FSO or contractor employee will submit completed applications in TASS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractors applicant via email of one of the following:

- Approved\*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<https://www.dmdc.osd.mil/rsl/> provides RAPIDS locations).
- Rejected\*. Government in separate correspondence will provide reason(s) for rejection.
- Returned. Additional information, or correction to the application, required by the contractor employee.

\*The contractor will maintain records of all approved and rejected applications.

At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individuals contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC cannot be issued without evidence that a National Agency Check with Written Inquires (NACI) has at least been initiated by the FSO. TASS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on TASS are available on AKO at <https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at [cacsupport@mail.mil](mailto:cacsupport@mail.mil) or 866-738-3222.

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(End of Clause)

C-2            52.237-4000            CONTRACTOR MANPOWER REPORTING (CMR)            FEB/2013  
(TACOM)

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]

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STATEMENT OF WORK

C.1 GENERAL

- (a) The Contractor, as an independent contractor and not as an agent to the Government, shall provide the level of support specified by individual Work Directives required to provide single-entity industrial base and sustainment/obsolescence-related services for the TACOM LCMC, including TARDEC and the Diminishing Manufacturing Sources and Material Shortages (DMSMS) Program.
- (b) A DMSMS, sustainment, or obsolescence issue is defined as the loss of sources of items or material, and manifests itself when a source announces the actual or impending discontinuation of a product, or when attempted procurements fail because of product or material unavailability. Issues may be identified by a variety of sources including Program Managers (PMs), Program Executive Offices (PEOs), Item Managers, Logisticians, Engineers or Defense Logistics Agency (DLA) representatives.
- (c) The Contractor shall identify and interact with the broad U.S. industrial base capable of supporting the range of equipment supported by the TACOM LCMC, to include TACOM equipment for which DLA is the procuring activity and

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TACOM/TARDEC (as the designated equipment Engineering Support Activity/ESA) retains ultimate responsibility for configuration management and supportability.

## C.2 WORK DIRECTIVES

C.2.1 All work under this Contract shall be performed in accordance with Work Directives (WDs) issued by the Procuring Contracting Officer (PCO). Work authorized by written Work Directives shall in no case require or constitute personal services, as that term is defined in the Federal Acquisition Regulation (FAR) 37.104.

C.2.1.1 Each Work Directive shall include the following information:

- (1) Work Directive Number and Title;
- (2) objective(s) of the Work Directive;
- (3) number of composite labor hours authorized for use;
- (4) total cost authorized to complete Work Directive requirements;
- (5) a detailed description of the work to be performed;
- (6) the required completion date;
- (7) the applicable Contract number;
- (8) the Contractor's name;
- (9) Identification of software, data or hardware to be delivered;
- (10) projected subcontractor, material, and travel costs;
- (11) the Contracting Officer's Representative's (COR's) and PCO's signatures; and
- (12) the cumulative estimated total WD hours and costs.

C.2.2 The Contractor shall notify the COR immediately by telephone or e-mail if it should realize that the required completion date specified in a Work Directive will not be met. If initial notification is done by telephone, the Contractor shall follow this up with an e-mail to the COR, PCO, Administrative Contracting Officer (ACO), and the cognizant ACC-WRN Contract Specialist (as identified elsewhere in this contractual document). The notification shall indicate a proposed revised completion date, and shall state that remaining authorized hours and funding for the Work Directive are, or are not, expected to be sufficient to cover all remaining work on the Work Directive.

C.2.3 The Government has the unilateral right to increase or decrease the work required to be performed hereunder by the issuance of Work Directives, or WD revisions, signed by the PCO. It is understood and agreed that such adjustments shall be made within the individual WD Scope of Work (SOW) and Level-of-Effort (LoE) of the Contract. The COR will have the responsibility, on behalf of the PCO, to prioritize the work to be performed under this Contract and WDs issued hereunder.

C.2.4 If, at any time during its performance of a Work Directive, the Contractor has reason to believe that the amounts of composite hours, other material direct costs, and/or travel which it anticipates incurring while performing work under the Work Directive are insufficient, the Contractor shall promptly provide written notification to the COR for appropriate action, along with a revised statement of total hours/material/travel estimated to be needed to complete all required work. The Government does not authorize the Contractor to expend dollars or hours in excess of those allocated on the Contract for the Work Directive without the prior written approval of the PCO.

C.2.5 Services specified in individual Work Directives may include effort either singly or in combination with other objectives as identified by the Work Directive. Services will fall into one or more of the following categories:

- (a) conduct and provide input to meetings, and generate reports;
- (b) prepare and conduct briefings;
- (c) perform Industrial Base Capability, Trend, and Risk Analysis;
- (d) perform component and technology assessments, engineering and analyses;
- (e) develop or update and provide Technical Data Packages (TDPs);
- (f) provide replacement parts and software;
- (g) develop and/or maintain teaming agreements to address DMSMS requirements;
- (h) document lessons learned;
- (i) demonstrate DMSMS components;
- (j) perform test planning, test services, and related support such as evaluation of test results;
- (k) perform sustainment-related studies or assessments; and/or
- (l) provide limited production quantities of parts, in order to expeditiously resolve part-obsolescence issues.

C.2.6 The Contractor shall maintain an industrial base visibility and communication tool/distribution network, and be able to provide technical competencies as required by individual Work Directive(s) in the following categories:

- (a) mechanical systems;
- (b) electrical systems;

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- (c) air conditioning systems;
- (d) hydraulic systems;
- (e) fuel systems;
- (f) pneumatic systems;
- (g) manufacturing technologies;
- (h) advanced design processes;
- (i) rebuild/remanufacture processes;
- (j) materials;
- (k) data/information management; or
- (l) computing, programming, and/or software systems.

C.2.7 As defined by individual Work Directives, the Government may provide components or component sub-systems (built up from several components) to the Contractor as Government-Furnished Equipment (GFE) or Government-Furnished Property (GFP) related to TACOM- or DLA-managed systems for testing, evaluation and/or technical assessment related to reverse engineering, or problem resolution.

C.2.8 As defined by individual Work Directives, the Contractor shall test and evaluate components or sub-systems delivered by independent developers or other Government contractors, for applicability to DMSMS case resolution. In such cases, the work shall be done in accordance with the restrictions and stipulations given in FAR 9.505-4(b).

C.2.9 In performing Work Directives under this Contract, the Contractor shall not duplicate or otherwise provide efforts required to be performed under (i) any other current or past Work Directive issued under this Contract; or (ii) any other current or past Government contracts, Task Orders, or Work Directives. In the event that the Government issues a Work Directive under this Contract that requires, either directly or indirectly, a work effort that essentially duplicates work either previously or currently being performed by the Contractor, the Contractor shall promptly notify the COR and PCO, identifying and explaining prior work performed or concurrent work being performed.

C.3 TASKS. To the extent specified by individual Work Directives issued hereunder, the Contractor shall perform tasks falling into one or more of the following categories:

C.3.1 Source Visibility and Communication Tool/Database: the Contractor shall maintain a visibility and communication tool/database in conjunction with and according to each individual Work Directive. The tool/database shall contain a range of available manufacturing vendors and engineering companies that can serve as sources of supply for components or software, or that can support resolution of individual DMSMS cases. The tool/database shall contain all known suppliers who are currently providing parts that are associated with fielded TACOM LCMC equipment including the suppliers of the parts which are purchased, stocked, and requisitioned by Defense Logistics Agency (DLA) to support vehicles and systems managed by the TACOM LCMC.

C.3.1.1 The tool/database shall contain the following information on each listed supplier and its capabilities (both manufacturing and engineering services):

- (a) Federal Supply Classes (FSC) supported;
- (b) North American Industry Classification System (NAICS) codes supported;
- (c) individual who is designated as the Government Point of Contact; and
- (d) supplier financial health information as defined by Dun & Bradstreet.

C.3.1.2 The tool/database shall be fully sortable by any of its information parameters and shall include companies that have not traditionally supplied to the Government before. These non-traditional companies can be identified by means such as contact with the TACOM Small Business Office, the Small Business Innovation Research (SBIR) office, Cooperative Research and Development Agreement (CRADA) programs, and via the various national Procurement Technical Assistance Centers (PTACs).

C.3.1.3 The Contractor shall develop the means for remote access by Government employees to the tool/database and the information it contains, via a secure web-based application. Access to this site will be limited only to those Government employees that have been authorized in writing by the COR. The Contractor shall mark any proprietary information/data contained within the database appropriately.

C.3.2 Industrial Base Capability, Trend and Sustainment Risk Analysis: the Contractor shall provide industrial trend information to include technological or economical health checks or risk analysis based on available, developing or expiring technology capabilities. The Contractor shall (i) identify and monitor the industrial base capability compared to TACOM LCMC/TARDEC support strategies and support requirements, as defined in platform Provisioning Master Records (PMRs), and (ii) provide trend and risk analysis. Data can include existing capability, capability trends and/or risk impact criteria associated with capacity, availability and/or cost.

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C.3.2.1 In support of the TARDEC/TACOM LCMC Diminishing Manufacturing Sources and Material Shortages (DMSMS) Program, the Contractor shall manage individual DMSMS cases, communicate requirements to industry, conduct investigations, manage engineering efforts, provide recommended courses of actions, identify industrial capability, information, data, and hardware as defined by individual Work Directives.

C.3.3 DMSMS Case Component and Technology Assessments, Engineering and Analyses: the Contractor shall conduct DMSMS case analyses which may include investigation and identification of hardware and/or software designs or design challenges, material-change requirements, and change implementation/modifications. These DMSMS case analyses may also involve planning and conducting tests and experiments; performing independent cost analyses; performing component, material and availability analysis; and may result in preparation of project and process flow diagrams, milestone charts, briefing materials, and technical reports (as they relate to the Contractor's assessments and analyses of DMSMS cases). Assessments and analyses may include urgent LCMC requirements necessitating both near- and long-term resolutions or, alternatively, phased-in corrective action recommendations.

C.3.4 Technical Information: the Contractor shall provide technical information, analyses, and recommendations in the form of electronic correspondence, reports and/or briefings, to include preparation of charts and other data items. Technical information may include interdisciplinary assessment of issues, problems, schedules, and alternatives. Subject matter may involve program coordination, component and/or sub-system development, test planning, test results, and reverse engineering status.

C.3.5 Develop or Update and Provide Technical Data Packages (TDPs): the Contractor shall develop or update TDPs and provide drawing and technical-documentation support to include reverse engineering, prototypes, and test reports. Technical data packages may involve the creation of new or the update of existing engineering drawings, specifications, and Computer-Aided Design (CAD) models, to include cases where drawings, specifications or TDPs are not currently available to the Government.

C.3.6 Providing Replacement Parts and Software: the Contractor shall identify and/or provide replacement parts, components, systems, assemblies, and raw materials related to DMSMS cases. This may involve the design and engineering of specific hardware and software modules for installation, integration, and/or testing and evaluation into TACOM systems. These will be based upon requirements specified by the Government in the individual Work Directive. The Contractor shall perform a survey of currently available components, including Commercial-Off-The-Shelf (COTS) items on the market or expected to soon become available. Wherever feasible and cost-effective, the Contractor shall pursue subcontracts with small business concerns or recommendations for support by Small Business Concerns IAW FAR Subpart 19.7, The Small Business Subcontracting Program.

C.3.7 Demonstrating DMSMS Components: the Contractor shall conduct onsite and offsite demonstrations of developed or acquired DMSMS components. Demonstrations can be static or operational and by individual piece part or assembly, depending on DMSMS case requirements as identified in the individual Work Directive.

C.3.8 Test Planning and Test Support: the Contractor shall coordinate all aspects of the testing process. The process may include preparation of drafts or draft updates of test plans for review and concurrence by the COR. The Contractor shall revise, update, and maintain each Test Plan. The Contractor may also be responsible for test setup and for conducting tests, as well as the subsequent evaluation of the test results and writing the final report, as outlined in individual Work Directives.

C.3.9 Sustainment-Related Studies or Assessments: the Contractor shall conduct Sustainment Engineering Risk Assessments (SERAs), which may include industrial base commodities, components, platforms, Families of Vehicles (FOVs), or organizational equipment requirements as defined by individual Work Directives. SERA analyses shall be contained in a relational database with sortable parameters. The SERA analysis must include all provisioned parts and include relative sustainment risk, as determined by objective methodologies. The objective methodologies shall include verifiable conditions that either exist or do not exist for each provisioned part. Those conditions shall be directly associated with inherent risk to sustainability.

C.3.10 Produce limited production runs in order to deliver quantities of urgent/crucial parts. The Contractor shall have and maintain the ability to provide a limited fabrication and assembly capability for production-run and delivery to the Government of parts needed, on an emergency-response basis, in order to mitigate a current or pending obsolescence or DMSMS issue. These part quantities are not intended to replace a regular full production-run or the procurement process thereof; rather, to provide a rapid infusion into the supply system of an immediately needed item. Specific information will be provided to the Contractor on individual Work Directive(s).

C.4 DMSMS Program Management: the Contractor shall provide program management oversight for the DMSMS Program and all associated Work Directives. Program management shall include: (i) management of all efforts described in this Statement of Work; (ii) identification, recommendation and execution of appropriate efforts within this Statement of Work; (iii) management and tracking of accounting and expenditures; and (iv) development and execution

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of administrative and management programs and systems to expedite actions.

C.4.1 Administrative Services: the Contractor shall provide internal administrative support for this Contract, which shall include program control, contract administration, and clerical support at the Contractor's facility.

C.4.2 Start of Work Meeting: as specified per individual Work Directive, the Contractor shall schedule and conduct a Start of Work Meeting to be held within 14 days of Work Directive award at the Contractor's designated facilities. The Contractor shall coordinate with the COR on a mutually acceptable meeting date and time, and meeting information shall be reported in accordance with Contract Data Requirements List (CDRL) Data Item A001, found in Section J of the Contract.

C.4.3 Contract Performance In-Process Reviews (IPR): the Contractor shall hold monthly In-Process Reviews under this Contract, in order to review cost, schedule, and performance. The Contractor shall coordinate with the COR to schedule reviews, which will be held at the Contractor's (or a subcontractor's) facility, unless otherwise specified by the COR. A Review/Meeting Agenda shall be prepared by the Contractor and submitted to the COR seven calendar days prior to the Review date. Information from Review Meetings shall be reported in accordance with CDRL Data Item A001.

C.4.4 Deliverables: when preparing technical reports, technical data, summaries, charts, briefing packages, and other written material under this Contract, the Contractor shall use computer software in formats and versions that are compatible with those used by the TARDEC Industrial Base Engineering Team, including Microsoft Windows, Microsoft Office 2007, and Pro/E.

C.4.4.1 Contractor's Progress, Status, and Management Reports: the Contractor shall provide monthly Progress, Status, and Management Reports that describe the technical progress and status of all individual open Work Directives, to include in each case action items, and outstanding issues or problems, as well as funds available per each Work Directive, funds expended to date, and funds remaining, along with the percentage of work completed to date on each Work Directive. These monthly reports shall be completed and submitted in accordance with CDRL Data Item A001.

C.4.4.2 Work Directive Final Reports: Unless otherwise specified by an individual Work Directive, the Contractor shall prepare and submit Draft and Final versions of a Final Report, with the Final Report to be submitted no later than the expiration date of each individual Work Directive. Final WD reports shall be provided in accordance with CDRL Data Item A002.

C.4.4.3 Documenting Lessons Learned: the Contractor shall capture and document a list of "lessons learned" information gained from investigating and resolving Industrial Base or DMSMS cases for the purpose of optimizing future issue resolutions. Lessons learned information is the type of data useful for identification of circumstances and resolution of other cases; examples include data related to issues related to safety, environmental, technology, and/or industrial trends. This data, when specified for delivery, shall be provided in Work Directive Final Reports (per CDRL A002).

C.4.4.4 Technical Data Packages (TDPs): the Contractor shall provide TDPs and related information in accordance with CDRL Data Item A003.

C.4.4.5 Annual Reports: the Contractor shall submit Annual Reports at the end of each contractual 12 month period of performance. Draft versions of Annual Reports are not required; each Annual Report shall be delivered in accordance with CDRL Data Item A004.

C.4.4.6 Manpower Reporting

C.4.4.6.1 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 website, which can be accessed by clicking on the "Department of Army CMRA" link from the following gateway web address: <http://www.ecmra.mil/>.

C.4.4.6.2 Reporting inputs shall be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs from October 1st of each year through September 30th of the next. While inputs may be reported at any time during the FY, all data for a prior FY shall be reported no later than October 31st of each calendar year (31 Oct 2014 for FY2014, etc.). Contractors may direct questions to the Army CMR help desk, which can be contacted using the "send an e-mail" link on the Army CMR website sign-in screen.

C.4.4.6.3 Additional information can be found in the Contract Clause contained herein this Contract entitled "CONTRACTOR MANPOWER REPORTING" (TACOM 52.237-4000).

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C.5 Security (required clearances): Contractor personnel managing contractual deliverables are required to have, at a minimum, an in-process/ongoing National Agency Check with Inquiries (NACI) Investigation. Security clearances shall also be required for Contractor personnel performing any work identified as classified per individual Work Directive.

C.6 The Ordering Period for issuing either new or revised work directive efforts under this Contract shall extend for three years from the date of Contract award.

END OF STATEMENT OF WORK

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

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 13 of 31****PIIN/SIIN** W56HZV-14-C-0270**MOD/AMD**

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**Name of Offeror or Contractor:** AUTOMATION ALLEY

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SECTION D - PACKAGING AND MARKING

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D.1 PACKAGING AND PACKING: all items deliverable under this Contract shall be packaged and packed in accordance with standard commercial practice, in order to assure arrival at their destination without damage or loss.

D.2 SOFTWARE MARKING: the Contractor shall ensure that all technical data deliverable under this Contract is identified by the Contractor's name and address and, where applicable, the name and address of the subcontractor who generated the data.

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

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

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**Name of Offeror or Contractor:** AUTOMATION ALLEY

## 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-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

\*\*\*\*\*

E.1 INSPECTION AND ACCEPTANCE: inspection and acceptance of all deliverables under this Contract shall be made at the DESTINATION by the Contracting Officer or his/her 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), in order to assure that the work and the results thereof are in accordance with the terms of the Contract.

\*\*\* END OF NARRATIVE E0001 \*\*\*

**Name of Offeror or Contractor:** AUTOMATION ALLEY

SECTION F - DELIVERIES OR PERFORMANCE

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F.1 DELIVERY POINT

F.1.1 All deliveries shall be made in accordance with the Contract, the Contract Data Requirements List (CDRL), DD Form 1423, or as otherwise directed by the Contracting Officer or his/her authorized representative, and shall be packaged and marked in accordance with Section D.

F.1.2 Unless otherwise directed either elsewhere in this Contract or in a work directive, any deliveries requiring a physical mailing address shall be shipped to:

U.S. ARMY TARDEC  
BLDG 200A / RDTA-SIE  
ATTN: STAN MICHENER  
6501 EAST 11 MILE ROAD  
WARREN, MI 48397-5000

F.2 METHOD OF DELIVERY: all deliveries shall be made on an FOB Destination basis.

F.3 PERIOD(S) OF PERFORMANCE

F.3.1 The total Period of Performance/Ordering Period for this Contract, including exercise of options, shall be for three years from the effective date of Contract award; however, work on individual work directives may extend beyond this Period.

F.3.2 The Period of Performance for each work directive under this Contract, including preparation and delivery of all reports, will be determined in accordance with the time frames specified in the individually approved work directives.

F.4 CONFLICTS: in the event of a conflict between this Section (F) and Section B of the Contract, the information in this Section F shall prevail. Questions of interpretation shall be resolved by the Government's Procurement Contracting Officer (PCO).

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

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

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SECTION G - CONTRACT ADMINISTRATION DATA

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G.1 Contractor Billing Instructions

G.1.1 The Contractor shall bill to the six-digit Sub-CLIN and ACRN listed in the Contract or individual work directive Contract modification in accordance with DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports".

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

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

G.2 DFAS Special Payment Instructions: DFAS will make payments as billed.

\*\*\* END OF NARRATIVE G0001 \*\*\*

PRON/ AMS CD/ LINE	MIPR/ GFEBs ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AA	7246B32972	2	A.0009261.1.5.2.9	AA	\$ 291,465.00
TOTAL					\$ 291,465.00

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA	021 201420162033 A5XGJ GZ2400ARU08 3109 L035784101 A.0009261.1.5.2.9	021001 \$ 291,465.00
TOTAL		\$ 291,465.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AA	AA	021 201420162033 A5XGJ GZ2400ARU08 3109 L035784101 A.0009261.1.5.2.9	021001
		<u>Regulatory Cite</u> _____ <u>Title</u> _____ <u>Date</u> _____	
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

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Web site.

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

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

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

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

COST VOUCHER

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

W91ATL

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S2305A
Inspect By DoDAAC	W91ATL
Ship To Code	W91ATL
Ship From Code	N/A
Mark For Code	W91ATL
Service Approver (DoDAAC)	W91ATL
Service Acceptor (DoDAAC)	W91ATL
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
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.

STANLEY.MICHENER.CIV@MAIL.MIL  
MICHAEL.R.CIACIUCH.CIV@MAIL.MIL

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

MARK.CARVER@DCMA.MIL

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

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 18 of 31</b>
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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's Technical Representative (COTR, or COR). Communications for the COR shall be addressed to:

STAN MICHENER, PHONE 586.282.8728, E-MAIL STANLEY.MICHENER.CIV@MAIL.MIL

The Administrative Contracting Officer's (ACO) name and e-mail address are also provided here:

MARK CARVER/DCMA DETROIT, PHONE 586.365.0510, E-MAIL MARK.CARVER@DCMA.MIL

Please see the individual Appointment Letters issued at the time of Contract award for detailed information on all of the functions that both the COR and ACO will be delegated to perform on this Contract.

(End of Clause)

G-3            252.204-0004            LINE ITEM SPECIFIC: BY FISCAL YEAR            SEP/2009  
(DFARS PGI)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(End)

G-4            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-5            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](http://www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf)

[End of Clause]

G-6            52.242-4011            WORK DIRECTIVES            FEB/1998  
(TACOM)

(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.

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(5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

(End of Clause)

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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H.1 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT: the Government will have the unilateral right to increase the Contract Level-Of-Effort (LOE) by up to an additional 84,309 Option hours, at the applicable hourly rates as specified in Paragraph B.5.1. The Government may exercise this Option at any time on or after the Contract award date, but in no event later than three years after the Contract award date. The Government may exercise this Option in whole or in part, and in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the Contract by exercising an Option, or to establish a new and separate CLIN for the additional Option hours. The total amount of Option hours exercised to date are 0, and the total number of Option hours remaining and available for exercising under this Contract are 84,309.

H.2 ORDERING/CONTRACT ADMINISTRATION: all ordering/Contract administration will be effected by the Procuring Contracting Officer (PCO), address as shown on the face page of this Contract. Communications pertaining to contractual administration matters shall be addressed to the PCO. No changes in or deviation from the Scope of Work (SOW) or Work Directives (WDs) will be effected without the written authorization of the PCO. The Contractor shall not take direction or accept instructions with regards to SOW or WD changes from any other person than the PCO.

## H.3 SERVICES TO BE PERFORMED

H.3.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DoD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product may 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.3.2 Contract personnel rendering the services under this contract are not subject, by the 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. 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 as set forth in either this Contract or any work directives issued under it.

## H.4 GOVERNMENT-FURNISHED PROPERTY

H.4.1 The Government may, from time to time, furnish such items of Government-owned Property as deemed necessary to assist the Contractor in the performance of contractual requirements.

H.4.2 Upon completion of the Contract, or in the event of a termination of the Contract (either partial or complete, and whether for either default or the convenience of the Government), all Government-owned Property, including both property furnished to the Contractor as well as that acquired by the Contractor for the account of the Government, which will have become surplus or excess to any remaining Contract requirements, shall be reported immediately by the Contractor to the Contracting Officer at the U.S. Army Contracting Command - Warren, ATTN: CCTA-ASG, Warren, MI 48397-5000 for redistribution, shipping instructions, release for disposal, or other actions.

H.4.3 Specific Government-Furnished Property to be provided is/are as follows:

NONE (as of base Contract award)

H.5 GOVERNMENT COMMENTS: resolution of all Government comments relative to interim or draft reports shall be included in all final reports.

H.6 DATA AVAILABILITY: the Contractor shall be responsible for all standards, specifications, and other data required for performance of the specific work directives under this Contract.

H.7 The Contractor's Subcontracting Plan dated 1 May 2014 is hereby incorporated by reference.

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

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

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

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

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

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

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## SECTION I - CONTRACT CLAUSES

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

&lt;farsite.hill.af.mil/VFFARA.HTM&gt;

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

\*\*\* END OF NARRATIVE I0001 \*\*\*

	<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	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-5	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-8	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-10	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-11	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-12	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-13	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-14	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2014
I-16	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-17	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-18	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-19	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-21	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-22	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-23	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-24	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-25	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-26	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-27	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-28	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-29	52.232-20	LIMITATION OF COST	APR/1984
I-30	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-31	52.232-25	PROMPT PAYMENT	JUL/2013
I-32	52.233-1	DISPUTES	MAY/2014
I-33	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-34	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-35	52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)	SEP/1996
I-36	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-37	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-38	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-39	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-40	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-41	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-42	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-43	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-44	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-45	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-46	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-47	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-48	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-49	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-50	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-51	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-52	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
I-53	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-54	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

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and

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amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either 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;

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

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

(End of Clause)

I-55                      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 seven calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

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

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

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(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-56

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).

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(End of Clause)

I-57                      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 \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

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I-58

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

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

(End of Clause)

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)		004	DATA
Attachment 0001	INSTRUCTIONS FOR COMPLETING SF298		001	DATA
Attachment 0002	DATA ITEM DESCRIPTION (DID) DI-MGMT-80227(T) - CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT (CDRL DATA ITEM A001)	05-SEP-1986	002	EMAIL
Attachment 0003	DID DI-MISC-80711A(T) - SCIENTIFIC AND TECHNICAL REPORTS (CDRL DATA ITEMS A002 & A004)	21-JAN-2000	001	EMAIL
Attachment 0004	DID DI-SESS-81000E - PRODUCT DRAWING/MODELS AND ASSOCIATED LISTS (CDRL DATA ITEM A003)	26-FEB-2013	003	EMAIL

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

- A. CONTRACT LINE ITEM NO. : 0002
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM: Diminishing Manufacturing Sources & Material Shortages (DMSMS) Program
- E. SOLICITATION/PR NO. : W56HZV-14-R-0182
- CONTRACT NO. : W56HZV-14-C-0270
- F. CONTRACTOR: Automation Alley

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- 1. DATA ITEM NO. : A001
- 2. TITLE OF DATA ITEM: Contractor's Progress, Status, and Management Report
- 3. SUBTITLE: Contractor's Monthly Project Status Reports
- 4. AUTHORITY: DI-MGMT-80227(T)
- 5. CONTRACT REFERENCE: C.4.2, C.4.3, and C.4.4.1
- 6. REQUIRING OFFICE: RDTA-SIE
- 7. DD250 REQ'D. : N/A (use Wide Area WorkFlow/WAWF)
- 8. APP. CODE: N/A
- 9. DIST. STATEMENT: D (see Block 16)
- 10. FREQUENCY: MONTHLY (see Block 16)
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUB. : see Block 16
- 13. DATE OF SUBS. SUB. : see Block 16
- 14. DISTRIBUTION ADDRESSEES - E-MAIL REPORTS TO THE FOLLOWING:
  - a. TARDEC CONTRACTING OFFICER'S REPRESENTATIVE (COR) STAN MICHENER: STANLEY.MICHENER.CIV@MAIL.MIL
  - b. ACC-WRN CONTRACT SPECIALIST MICHAEL CIACIUCH: MICHAEL.R.CIACIUCH.CIV@MAIL.MIL
  - c. DCMA DETROIT ADMINISTRATIVE CONTRACTING OFFICER (ACO) MARK CARVER: MARK.CARVER@DCMA.MIL
- 15. TOTAL: one each

16. REMARKS:

a. The Contractor shall submit via email, cost and performance reports, on a monthly basis, within 15 days after the end of a complete month. These reports shall provide the Government with the means to evaluate and monitor the progress made by the Contractor, in terms of cost, schedule, contractual management, and performance. In addition, these reports shall inform the Government on the status of all Work Directive(s) and existing or potential problem areas. The body of the monthly status report shall provide a brief summary and conclusion regarding the findings, data, or work products being submitted, with detailed findings provided as report attachments. In addition to the current month's performance, a cumulative total of Contract hours, cost, etc. is to be included in each monthly report. As part of the monthly report (or as a subsequent document), the Contractor shall develop/generate and provide an In Process Review recap/minutes that documents the technical/program information, decisions, assignments, and agreements reached during the In Process Review.

1) Block 4: DI-MGMT-80227 is tailored by deleting Paragraph 10.2, 10.3(g) and 10.3(l).

2) Block 9 - the following statement shall appear on all correspondence: "Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only".

3) Block 12: the first monthly report will be due no later than 45 calendar days after the date of base Contract award.

4) Block 13: each reporting period is 30 calendar days, and each report submission is due no later than 15 calendar days after the reporting period ends.

b. The Contractor shall complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227(T), "Contractor's

Progress, Status, and Management Report". A copy of this DID will be provided to the Contractor by the Contract's cognizant Contract Specialist.

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1. DATA ITEM NO. : A002
2. TITLE OF DATA ITEM: Scientific and Technical Reports
3. SUBTITLE: Draft & Final Work Directive Scientific and Technical Reports
4. AUTHORITY: DI-MISC-80711A(T)
5. CONTRACT REFERENCE: C.4.4.2 and C.4.4.3
6. REQUIRING OFFICE: RDTA-SIE
7. DD250 REQ'D. : N/A (use WAWF)
8. APP. CODE: A (see Block 16)
9. DIST. STATEMENT REQUIRED: D (see Block 16)
10. FREQUENCY: see Block 16
11. AS OF DATE: N/A
12. DATE OF FIRST SUB. : see Block 16
13. DATE OF SUBS. SUB. : see Block 16

14. DISTRIBUTION ADDRESSEES - E-MAIL REPORTS TO THE FOLLOWING:

- a. TARDEC CONTRACTING OFFICER'S REPRESENTATIVE (COR) STAN MICHENER: STANLEY.MICHENER.CIV@MAIL.MIL
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- c. DCMA DETROIT ADMINISTRATIVE CONTRACTING OFFICER (ACO) MARK CARVER: MARK.CARVER@DCMA.MIL

15. TOTAL: one each

16. REMARKS:

a. The Contractor shall submit via email technical reports to describe to the analytical and scientific community the precise nature and results of the tasks pursued under each applicable work directive. The discussion shall completely describe the technical details pertinent to the task and detail the necessary steps, if any, required to further improve the item or study requested in the Work Directive.

b. Cost information upon completion of the work directive shall also be included in each draft and final report:

1) Block 8: The requiring office is the approval authority for these reports. The Contractor shall submit a Draft Report within 30 calendar days after the closing date of a Work Directive. The Government will have 15 calendar days to review the Draft. The Draft and any Government comments will be sent back to the Contractor for necessary changes. The Contractor shall then have calendar 15 days to make changes, if applicable, and to submit the Final Report. The Government will then have 7 calendar days to review and approve the Final Report. If after 7 days the Government has failed to approve or disapprove the Report, the Report will be deemed approved by default. If the approval authority disapproves the Final Report, the Contractor shall then have another 7 calendar days to amend the Report and resubmit it per the Government's comments (note: all report versions shall be submitted with a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover page).

2) Block 9: the following statement shall appear on all correspondence: "Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only".

3) Block 10: once per Work Directive, following the procedures for Block 8 outlined in 16.b.1 above.

4) Block 12: the first submission will be a Draft Report due 30 calendar days after the close of the first Work Directive.

5) Block 13: subsequent Work Directive Final Reports shall be submitted after the close of each Work Directive, following the procedures for Block 8 outlined in 16.b.1 above.

c. The Contractor shall complete the reports IAW DID DI-MISC-80711A, "Contractor's Scientific and Technical Report". A copy of this DID will be provided to the Contractor by the Contract's cognizant Contract Specialist. The COR is responsible for accepting or rejecting the Contractor's Scientific and Technical Report.

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1. DATA ITEM NO. : A003
2. TITLE OF DATA ITEM: Product Drawings/Model and Associated Lists

3. SUBTITLE: Technical Data Packages (TDPs)
4. AUTHORITY: DI-SESS-81000C
5. CONTRACT REFERENCE: C.4.4.4
6. REQUIRING OFFICE: RDTA-SIE
7. DD250 REQ'D. : N/A (use WAWF)
8. APP. CODE: N/A
9. DIST. STATEMENT REQUIRED: D (see Block 16)
10. FREQUENCY: as required (see Block 16)
11. AS OF DATE: N/A
12. DATE OF FIRST SUB. : see Block 16
13. DATE OF SUBS. SUB. : see Block 16

14. DISTRIBUTION ADDRESSEES - E-MAIL REPORTS TO: TARDEC CONTRACTING OFFICER'S REPRESENTATIVE (COR) STAN MICHENER, AT STANLEY.MICHENER.CIV@MAIL.MIL

15. TOTAL: one each

16. REMARKS:

a. The Contractor shall deliver Product Drawings/Model and Associated Lists, including exploded view drawings. The Contractor shall deliver these materials within 14 calendar days after completion or as requested.

1) Block 9: this statement shall appear on all correspondence: "Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only".

2) Block 10: the frequency of these reports shall be as required, or as defined in an applicable Work Directive.

3) Block 12: the first submission shall be no later than 14 calendar days after completion, or of the first request for such data, as indicated in each applicable Work Directive.

4) Block 13: subsequent submissions shall be due no later than 14 calendar days after subsequent requests, or as indicated in each applicable Work Directive.

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

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1. DATA ITEM NO. : A004
2. TITLE OF DATA ITEM: Scientific and Technical Reports
3. SUBTITLE: Annual Reports
4. AUTHORITY: DI-MISC-80711A(T)
5. CONTRACT REFERENCE: C.4.4.5
6. REQUIRING OFFICE: RDTA-SIE
7. DD250 REQ'D. : N/A (use WAWF)
8. APP. CODE: N/A
9. DIST. STATEMENT REQUIRED: D (see Block 16)
10. FREQUENCY: see Block 16
11. AS OF DATE: N/A
12. DATE OF FIRST SUB. : see Block 16
13. DATE OF SUBS. SUB. : see Block 16

14. DISTRIBUTION ADDRESSEES - E-MAIL REPORTS TO THE FOLLOWING:

- a. TARDEC CONTRACTING OFFICER'S REPRESENTATIVE (COR) STAN MICHENER: STANLEY.MICHENER.CIV@MAIL.MIL
- b. ACC-WRN CONTRACT SPECIALIST MICHAEL CIACIUCH: MICHAEL.R.CIACIUCH.CIV@MAIL.MIL
- c. DCMA DETROIT ADMINISTRATIVE CONTRACTING OFFICER (ACO) MARK CARVER: MARK.CARVER@DCMA.MIL

15. TOTAL: one each

16. REMARKS

a. The Contractor shall submit each Annual Report with a concise and inclusive narrative summary to include the significant issues, problems, achievements, lessons learned, and outcomes associated with performance of the tasks and Work Directives. Include detailed analyses, data descriptions and discussions as a synchronous and indexed addendum.

1) Block 9: this statement shall appear on all correspondence: "Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only".

2) Block 10: once per 12 month period.

3) Block 12: within 30 calendar days after the end of the 12 month period.

4) Block 13: subsequent Annual Reports will be submitted within 30 calendar days following the end of their respective 12 month period.

b. The Contractor shall complete the reports IAW DID DI-MISC-80711A(T), "Contractor's Scientific and Technical Report". A copy of this DID will be provided to the Contractor by the Contract's cognizant Contract Specialist. The COR is responsible for accepting or rejecting the "Contractor's Scientific and Technical Report".

\*\*\*\*\*THE FOLLOWING APPLIES TO ALL OF THE DATA ITEMS LISTED ABOVE\*\*\*\*\*

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

(1) Files readable using Microsoft PowerPoint XP (TACOM can currently read OFFICE XP Professional\* and lower).

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

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

NOTES:

(a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

a. Acceptable media: the Contractor shall submit reports via e-mail; if e-mail is not workable, other acceptable media include CD-ROM or a Parcel Post-type of file sending system. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be 3.5 megabytes (MBs). Any compressed files must be self-extracting, and you must provide appropriate instructions. 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, etc."

(2) CD-ROM via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: select only one medium by which to transmit each report; for instance, do not submit a report via both e-mail and CD-ROM.

INSTRUCTIONS FOR COMPLETING SF 298

1. REPORT DATE. Full publication date, including day and month, if available. Must cite at least the year; e.g. 30-06-1998, xx-06-1998, xxxx-1998.
2. REPORT TYPE. State the type of report, such as final, technical, interim, memorandum, master's thesis, progress, quarterly, research, special, group study, etc.
3. DATES COVERED. Indicate the time during which the work was performed and the report was written; e.g., Jun 2001 - Jun 2002, 1-10 Jun 2003, May - Nov 2004, Nov 2002.
4. TITLE. Enter title and subtitle with volume number and part number, if applicable. On classified documents, enter the title classification in parentheses.
  - 5.a. CONTRACT NUMBER. Enter the Contract number as it appears in the Report; e.g., W56HZV-14-C-02705.
  - 5.b. GRANT NUMBER. Enter all grant numbers (if applicable) as they appear in the Report; e.g., AFOSR-82-1234.
  - 5.c. PROGRAM ELEMENT NUMBER. Enter all program element numbers (if applicable) as they appear in the Report; e.g., 61101A.
  - 5.d. PROJECT NUMBER. Enter all project numbers (if applicable) as they appear in the Report; e.g., 1F665702D1257, ILIR.
  - 5.e. TASK NUMBER. Enter all task numbers (if applicable) as they appear in the Report; e.g., 05, RF0330201, T4112.
  - 5.f. WORK UNIT NUMBER. Enter all work unit numbers (if applicable) as they appear in the Report; e.g., 001, FAPL30480105.
6. AUTHOR(S). Enter name(s) of person(s) responsible for writing the Report, performing the research, or credited with the content of the Report. The form of entry is the last name, first name, middle initial, and additional qualifiers separated by commas; e.g., Smith, Richard, J, Jr.
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES): leave blank.
8. PERFORMING ORGANIZATION REPORT NUMBER: leave blank.
9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES). Enter "U.S. Army Tank-Automotive Research Development & Engineering Center, Warren, Michigan 48397-5000".
10. SPONSOR/MONITOR'S ACRONYM(S). Enter "TARDEC".
11. SPONSOR/MONITOR'S REPORT NUMBER(S). Enter Report number as assigned by the sponsoring/monitoring agency, if available/known; e.g., BRL-TR-829, -215.
12. DISTRIBUTION/AVAILABILITY STATEMENT. Use agency-mandated availability statements to indicate the public availability or distribution limitations of the Report (refer to instructions on the DD Form 1423). If additional limitations/restrictions or special markings are indicated, follow agency authorization procedures; e.g., RD/FRD, PROPIN, ITAR, etc. Include copyright information.
13. SUPPLEMENTARY NOTES. Enter information not included elsewhere, such as: prepared in cooperation with; translation of; report supersedes; old edition number, etc.
14. ABSTRACT. A brief (approximately 200 words) factual summary of the most significant information.
15. SUBJECT TERMS. Key words or phrases identifying major concepts in the Report.