

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: RORY THELEN
 Buyer Office Symbol/Telephone Number: CCTA-ASG-B/(586)282-9753
 Type of Contract: Cost No Fee
 Kind of Contract: Research and Development Contracts
 Type of Business: Other Nonprofit
 Surveillance Criticality Designator: C
 Weapon System: No Identified Army Weapons Systems
 Contract Expiration Date: 2014NOV30

*** End of Narrative A0000 ***

Modification P00052

PREVIOUS CONTRACT AMOUNT: \$38,215,289.13
 AMOUNT THIS ACTION: \$ 164,492.35
 TOTAL CONTRACT AMOUNT: \$38,379,781.48

1. This is a bilateral modification.
2. The purposes of Modification P00052 are to:
 - a. Incorporate Work Directive (WD) 0053 by reference.
 - b. Exercise a total of 85 Level of Effort (LOE) option hours in support of WD 0053 under the authority of H.1 - Option for Additional Level of Effort.
 - c. Add contractor funding under CLIN 0001DL in support of WD 0053.
 - d. Create CLIN 0004AC and add subcontractor funding under CLIN 0004AC in support of WD 0053.
3. WD 0053 will be provided under separate cover and is hereby incorporated by reference.
4. As a result of Modification P00052, the contract is modified as follows:

a) Section B:

i. The contract is modified as follows:

	<u>Prior Amt</u>	<u>Amt This Action</u>	<u>Current Total</u>
LOE Hours (Includes Base)	169,663	85	169,748
Est. Labor:	\$ 8,999,100.95	\$ 4,934.35	\$ 9,004,035.30
Est. Material:	\$ 1,072,588.77	\$ 0.00	\$ 1,072,588.77
Est. Travel:	\$ 330,743.27	\$ 0.00	\$ 330,743.27
Est. Subcontractor:	\$27,812,856.14	\$159,558.00	\$27,972,414.14
Total Cost	\$38,215,289.13	\$164,492.35	\$38,379,781.48

ii. CLIN 0001DL (PRON R33DJ049R3) is established and funded in the amount of \$4,934.35 to support 85 contractor labor hours on WD 0053.

iii. CLIN 0004AC (PRON R33DJ049R3) is established and funded in the amount of \$159,558.00 to support 1688.44 subcontractor labor hours on WD 0053.

b) Section H:

i. H.1.2 has been revised as follows: "Total option hours exercised to date are 148,282 hours. Option hours remaining available for exercise are 504,677."

5. As a result of this modification, the total contract amount is increased by \$164,492.35 from \$38,215,289.13 to \$38,379,781.48.
6. All other terms and conditions remain unchanged.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 7****PIIN/SIIN** W56HZV-08-C-0236**MOD/AMD** P00052

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*** END OF NARRATIVE A0049 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-08-C-0236

MOD/AMD P00052

Name of Offeror or Contractor: MISSISSIPPI STATE UNIVERSITY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001DL	R33DJ049R3	1	R.0005694.1.1.10	BE \$	0.00 \$	4,934.35 \$	4,934.35
0004AC	R33DJ049R3	1	R.0005694.1.1.10	BE \$	0.00 \$	159,558.00 \$	159,558.00
NET CHANGE						\$ 164,492.35	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
BE	021 201320142040 A60FL 622601H77RK20 2550 L034604230 R.0005694.1.1.10	021001 \$ 164,492.35
NET CHANGE		\$ 164,492.35

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	38,215,289.13	\$ 164,492.35	\$ 38,379,781.48

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	CUMULATIVE OBLIG AMT
0001DL	BE	021 201320142040 A60FL 622601H77RK20 2550 L034604230 R.0005694.1.1.10	021001
0004AC	BE	021 201320142040 A60FL 622601H77RK20 2550 L034604230 R.0005694.1.1.10	021001

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION FOR ADDITIONAL LEVEL OF EFFORT

H.1.1 The Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by up to 652,959 additional hours, as follows:

H.1.1.1 The Government may exercise the option in any number of increments at any time but not later than sixty (60) months after contract award, in accordance with the rate schedule listed in Section B.

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

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

H.1.2 Total option hours exercised to date are *148,282 hours. Option hours remaining available for exercise are 504,677*.

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

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

H.4 GOVERNMENT FURNISHED MATERIAL (GFM): GFM will be provided to the Contractor as required by individual work directive(s).

H.5 CERTIFICATION OF DATA:

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

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

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

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

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

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

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

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

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

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

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

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government

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under paragraph (d)(1)(i) of this clause.

(End of clause)

H.6 SUBCONTRACTING PLAN: MSU's subcontracting plan dated 3 Apr 08, is hereby incorporated into this contract by reference only.

H.7 GOVERNMENT FURNISHED PROPERTY:

H.7.1 The contractor shall be provided access to a Gov't owned MRAP vehicle on a rent free non-interference basis for work being performed under WD 0001.

H.7.2 The Contractor shall be provided the following Government Furnished Property:

<u>ITEM</u>	<u>MODEL</u>	<u>S/N</u>	<u>NSN</u>	<u>Est. Value</u>	<u>Associated Work</u>
<u>Directive</u>					
- (1) Environmental Chamber	3119-007 A2B2C1	9303 0079	N/A	\$ 7,500	Work Directive #0017

H.7.3 The Contractor shall be provided the Government Furnished Property listed in Section J, Attachment 0003 in support of WD 0027.

*Revised by Modification P00052

*** END OF NARRATIVE H0005 ***