

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost No Fee

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2. Amendment/Modification No. P00055	3. Effective Date 2013SEP19	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND RORY THELEN WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: RORY.G.THELEN@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) OFFICE OF NAVAL RESEARCH (ONRRO) ATLANTA REGION OFFICE 100 ALABAMA STREET SW SUITE 4R15 ATLANTA GA 30303-3104	Code N66020
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MISSISSIPPI STATE UNIVERSITY BARR AVE MCARTHUR HALL RD MISSISSIPPI STATE, MS 39762-5227	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-08-C-0236
	<input type="checkbox"/>	10B. Dated (See Item 13) 2008MAY15
Code 4E756	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

ACRN: BL NET INCREASE: \$49,993.08

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority)	FAR 52.243-2

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) JOHN M. HOPFNER JOHN.HOPFNER@US.ARMY.MIL (586)282-7359		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013SEP19

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Name of Offeror or Contractor: MISSISSIPPI STATE UNIVERSITY		

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 P00055

PREVIOUS CONTRACT AMOUNT: \$38,949,495.16
 AMOUNT THIS ACTION: \$ 49,993.08
 TOTAL CONTRACT AMOUNT: \$38,999,488.24

1. This is a bilateral modification.
2. The purposes of Modification P00055 are to:
 - a. Incorporate Work Directive (WD) 0042 revision 2 by reference.
 - b. Exercise a total of 815 Level of Effort (LOE) option hours in support of WD 0042 revision 2 under the authority of H.1 - Option for Additional Level of Effort.
 - c. Add contractor funding under CLIN 0001DP in support of WD 0042 revision 2.
3. WD 0042 revision 2 will be provided under separate cover and is hereby incorporated by reference.
4. As a result of Modification P00055, 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)	170,053	815	170,868
Est. Labor:	\$ 9,021,113.98	\$ 48,094.35	\$ 9,069,208.33
Est. Material:	\$ 1,072,588.77	\$ 1,898.73	\$ 1,074,487.50
Est. Travel:	\$ 334,225.43	\$ 0.00	\$ 334,225.43
Est. Subcontractor:	<u>\$28,521,566.98</u>	<u>\$ 0.00</u>	<u>\$28,521,566.98</u>
Total Cost	\$38,949,495.16	\$ 49,993.08	\$38,999,488.24
 - ii. CLIN 0001DP (PRON R33DJ056R3) is established and funded in the amount of \$49,993.08 to support 815 contractor labor hours on WD 0042 revision 2.
 - b) Section H:
 - i. H.1.2 has been revised as follows: "Total option hours exercised to date are 149,402 hours. Option hours remaining available for exercise are 503,557."
5. As a result of this modification, the total contract amount is increased by \$49,993.08 from \$38,949,495.16 to \$38,999,488.24.
6. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0052 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-08-C-0236 MOD/AMD P00055

Name of Offeror or Contractor: MISSISSIPPI STATE UNIVERSITY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	LABOR				
0001DP	<p><u>KTR DIRECT LABOR FOR WD 0042 REV 02</u></p> <p>GENERIC NAME DESCRIPTION: LABOR CLIN CONTRACT TYPE: Cost No Fee PRON: R33DJ056R3 PRON AMD: 01 ACRN: BL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-MAR-2014</p> <p>\$ 49,993.08</p>	1	LO		\$ 49,993.08

CONTINUATION SHEET

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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
0001DP	R33DJ056R3	2	R.0009066.1.23	BL \$	0.00 \$	49,993.08 \$	49,993.08
					NET CHANGE \$	49,993.08	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
BL	021 201320142040 A60FL 63300553DRK20 2550 L034654669 R.0009066.1.23	021001 \$ <u>49,993.08</u>
		NET CHANGE \$ 49,993.08

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 38,949,495.16	\$ 49,993.08	\$ 38,999,488.24

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
0001DP	BL	021 201320142040 A60FL 63300553DRK20 2550 L034654669 R.0009066.1.23
		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 *149,402 hours. Option hours remaining available for exercise are 503,862*.

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 P00055

*** END OF NARRATIVE H0008 ***