



**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 P00057

PREVIOUS CONTRACT AMOUNT: \$39,199,847.36  
 AMOUNT THIS ACTION: \$ 297,479.70  
 TOTAL CONTRACT AMOUNT: \$39,497,327.06

1. This is a bilateral modification.
2. The purposes of Modification P00057 are to:
  - a. Incorporate Work Directive (WD) 0055 by reference.
  - b. Exercise a total of 105 Level of Effort (LOE) option hours in support of WD 0055 under the authority of H.1 - Option for Additional Level of Effort.
  - c. Add contractor funding under CLIN 0001DR in support of WD 0055.
  - d. Add subcontractor funding under CLIN 0004AK in support of WD 0055.
  - e. Add subcontractor funding under CLIN 0004AL in support of WD 0055.
  - f. Add travel funding under CLIN 0005AB in support of WD 0055.

3. WD 0055 will be provided under separate cover and is hereby incorporated by reference.

4. As a result of Modification P00057, 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)	173,265	105	173,370
Est. Labor:	\$ 9,192,921.91	\$ 9,317.70	\$9,202,239.61
Est. Material:	\$ 1,090,128.04	\$ 0.00	\$1,090,128.04
Est. Travel:	\$ 334,225.43	\$ 5,092.00	\$ 339,317.43
Est. Subcontractor:	<u>\$28,582,571.98</u>	<u>\$ 283,070.00</u>	<u>\$28,865,641.98</u>
Total Cost	\$39,199,847.36	\$ 297,479.70	\$39,497,327.06

ii. CLIN 0001DR (PRON R33DB199R3) is established and funded in the amount of \$9,317.70 to support 105 contractor labor hours on WD 0055.

iii. CLIN 0004AK (PRON R33DB199R3) is established and funded in the amount of \$190,682.30 to support 1862.67 subcontractor labor hours on WD 0055.

iv. CLIN 0004AL (PRON R33DB207R3) is established and funded in the amount of \$92,387.70 to support 902.33 subcontractor labor hours on WD 0055.

v. CLIN 0005AB (PRON R33DB207R3) is established and funded in the amount of \$5,092.00 to support travel costs in support of WD 0055

b) Section H:

i. H.1.2 has been revised as follows: "Total option hours exercised to date are 151,904 hours. Option hours remaining available for

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 8****PIIN/SIIN** W56HZV-08-C-0236**MOD/AMD** P00057**Name of Offeror or Contractor:** MISSISSIPPI STATE UNIVERSITY

exercise are 501,055."

5. As a result of this modification, the total contract amount is increased by \$297,479.70 from \$39,199,847.36 to \$39,497,327.06.
6. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0054 \*\*\*





**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-08-C-0236

**MOD/AMD** P00057

**Name of Offeror or Contractor:** MISSISSIPPI STATE UNIVERSITY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u> <u>GFEB</u> <u>ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/ DECREASE</u>	<u>CUMULATIVE AMOUNT</u>
0001DR	R33DB199R3 633005221	2	R.0005708.2.5	BN \$	0.00 \$	9,317.70 \$	9,317.70
0004AK	R33DB199R3 633005221	2	R.0005708.2.5	BN \$	0.00 \$	190,682.30 \$	190,682.30
0004AL	R33DB207R3 622601C05	2	R.0005691.2.5	BP \$	0.00 \$	92,387.70 \$	92,387.70
0005AB	R33DB207R3 622601C05	2	R.0005691.2.5	BP \$	0.00 \$	5,092.00 \$	5,092.00
<b>NET CHANGE</b>						<b>\$ 297,479.70</b>	

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>INCREASE/ DECREASE</u>
BN	021 201320142040 A60FL 633005221RK02	2550 L033823040 R.0005708.2.5 021001 \$ 200,000.00
BP	021 201320142040 A60FL 622601C05RK02	2550 L033823098 R.0005691.2.5 021001 \$ 97,479.70
<b>NET CHANGE</b>		<b>\$ 297,479.70</b>

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 39,199,847.36	\$ 297,479.70	\$ 39,497,327.06

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>		
0001DR	BN	021 201320142040 A60FL 633005221RK02	2550 L033823040 R.0005708.2.5	021001
0004AK	BN	021 201320142040 A60FL 633005221RK02	2550 L033823040 R.0005708.2.5	021001
0004AL	BP	021 201320142040 A60FL 622601C05RK02	2550 L033823098 R.0005691.2.5	021001
0005AB	BP	021 201320142040 A60FL 622601C05RK02	2550 L033823098 R.0005691.2.5	021001

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 7 of 8</b>
	PIIN/SIIN W56HZV-08-C-0236	MOD/AMD P00057
<b>Name of Offeror or Contractor:</b> MISSISSIPPI STATE UNIVERSITY		

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 \*151,904 hours. Option hours remaining available for exercise are 501,055\*.

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

**Name of Offeror or Contractor:** MISSISSIPPI STATE UNIVERSITY

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 P00057

\*\*\* END OF NARRATIVE H0010 \*\*\*