

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost No Fee

Page 1 Of 6

2. Amendment/Modification No.

P00058

3. Effective Date

2013OCT31

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
RORY THELEN
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.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

EMAIL: RORY.G.THELEN@US.ARMY.MIL

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

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-08-C-0236

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)

NO CHANGE TO OBLIGATION DATA

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

- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- 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).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
- D. Other (Specify type of modification and authority)

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	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2013OCT31

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 6
	PIIN/SIIN W56HZV-08-C-0236 MOD/AMD P00058	
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 ***

CONTRACT FOR: Virtual Prototyping Architecture

PURPOSE OF MODIFICATION: Transfer Government Property

PRIOR AMOUNT OBLIGATED: \$39,497,327.06
 AMOUNT OBLIGATED THIS ACTION: \$ 0.00
 TOTAL AMOUNT OBLIGATED: \$39,497,327.06

- This is a bilateral modification.
- The sole purpose of Modification P00058 is to assign accountability to the contractor of this contract for the items of Government Furnished Property (GFP) listed below. The assignment of contractor accountability for the listed GFP under this contract is the final step in a planned transfer of the GFP from contract DAAE07-03-C-L151 to contract W56HZV-08-C-0236. This modification must be executed to contract W56HZV-08-C-0236 in order to complete the transfer.
- The following items of Government propoerty are hereby added to the Government-Furnished Property list for this contract:

Description	Part/Item #	Serial #	Acq Value	Qty	Total Acq Value
Windchill PDMLink and ProjectLink - Heavy User License	PKG-CPE5056-F	N/A	\$2,880	3	\$8,640
Gold Maint Windchill PDMLink and ProjectLink - Heavy User License	MNT-CPE5056F-T2	N/A	\$ 576	3	\$1,728
Windchill Info Engine Access - Heavy User License	WNX-2334-F	N/A	\$ 410	3	\$1,230
Windchill Workgroup Manager for SolidWorks	WNC-2163-F	N/A	\$ 770	1	\$ 770
Windchill eLearning Perpetual Library	TRP-L615-F	N/A	\$ 850	1	\$ 850
Gold Maint Windchill eLearning Perpetual Library	MNT-L615F-T2	N/A	\$ 140	1	\$ 140
Windchill Visualization Adapter Starter Package	PKG-5055-F	N/A	\$ 0	1	\$ 0
Gold Maint Windchill Visualization Adapter Starter Package	N/A	N/A	\$ 0	1	\$ 0
Gold Maint Windchill	N/A	N/A	\$ 154	1	\$ 154

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 6****PIIN/SIIN** W56HZV-08-C-0236**MOD/AMD** P00058**Name of Offeror or Contractor:** MISSISSIPPI STATE UNIVERSITYWorkgroup Manager for
SolidWorks

Gold Maint Windchill Info Engine Access - Heavy User License	N/A	N/A	\$ 82	3	\$ 246
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Lenovo Think Pad X200 Tablet Laptop	7448CTO	R91B4V7	\$1,631	1	\$1,631
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Lenovo Think Pad Ultra Portable Case	41U5062	N/A	\$ 47	1	\$ 47
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Lenovo Think Pad 65W Ultra Portable AC Adapter	40Y7696	R8WTLMN	\$ 39	1	\$ 39
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Lenovo Think Pad X200 Tablet Series 8 Cell Li-Ion Battery	43R9257	N/A	\$ 179	1	\$ 179
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Lenovo Think Pad Bluetooth Laser Mouse	41U5008	N/A	\$ 50	1	\$ 50
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Lenovo Think Pad 40Y7003 X60 Series 8 Cell High Capacity Battery (Replacement)	N82E16834995048	N/A	\$ 173	1	\$ 173
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4. The total obligated value of this contract is neither increased nor decreased as a result of Modification P00058.

5. Except as provided herein, all other terms and conditions of Contract W56HZV-08-C-0236 remain unchanged.

*** END OF NARRATIVE A0055 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 6
	PIIN/SIIN W56HZV-08-C-0236	MOD/AMD P00058
Name of Offeror or Contractor: 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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-08-C-0236

MOD/AMD P00058

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
<u>Description</u>	<u>Part/Item #</u>	<u>Serial #</u>	<u>Acq Value</u>	<u>Qty</u>	<u>Total Acq Value</u>
Windchill PDMLink and ProjectLink - Heavy User License*	PKG-CPE5056-F	N/A	\$2,880	3	\$8,640
Gold Maint Windchill PDMLink and ProjectLink - Heavy User License*	MNT-CPE5056F-T2	N/A	\$ 576	3	\$1,728
Windchill Info Engine Access - Heavy User License*	WNX-2334-F	N/A	\$ 410	3	\$1,230
Windchill Workgroup Manager for SolidWorks*	WNC-2163-F	N/A	\$ 770	1	\$ 770
Windchill eLearning Perpetual Library*	TRP-L615-F	N/A	\$ 850	1	\$ 850
Gold Maint Windchill eLearning Perpetual Library*	MNT-L615F-T2	N/A	\$ 140	1	\$ 140
Windchill Visualization Adapter Starter Package*	PKG-5055-F	N/A	\$ 0	1	\$ 0
Gold Maint Windchill Visualization Adapter Starter Package*	N/A	N/A	\$ 0	1	\$ 0
Gold Maint Windchill Workgroup Manager for SolidWorks*	N/A	N/A	\$ 154	1	\$ 154
Gold Maint Windchill Info Engine Access - Heavy User License*	N/A	N/A	\$ 82	3	\$ 246
Lenovo Think Pad X200 Tablet Laptop*	7448CTO	R91B4V7	\$1,631	1	\$1,631
Lenovo Think Pad Ultra Portable Case*	41U5062	N/A	\$ 47	1	\$ 47
Lenovo Think Pad 65W Ultra Portable AC Adapter*	40Y7696	R8WTLMN	\$ 39	1	\$ 39
Lenovo Think Pad X200 Tablet Series 8 Cell	43R9257	N/A	\$ 179	1	\$ 179

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 6
	PIIN/SIIN W56HZV-08-C-0236	MOD/AMD P00058	

Name of Offeror or Contractor: MISSISSIPPI STATE UNIVERSITY

Li-Ion Battery*

Lenovo Think Pad	41U5008	N/A	\$ 50	1	\$ 50
Bluetooth Laser Mouse*					

Lenovo Think Pad	N82E16834995048	N/A	\$ 173	1	\$ 173
40Y7003 X60 Series 8 Cell High Capacity Battery (Replacement)*					

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 P00058

*** END OF NARRATIVE H0011 ***