AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: J
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2. AMENDMENT/MODIFICATION NO.: P00001
3. EFFECTIVE DATE: 20-Mar-2001
4. REQUISITION/PURCHASE REQ. NO.:
5. PROJECT NO. (If applicable):

6. ISSUED BY: CODE DAAE07
TACOM - WARREN
E. 11 MILE RD
WARREN, MI 48397-5000

7. ADMINISTERED BY (If other than item 6): CODE DAAE07
TACOM - WARREN
AMSTA-CM-CLRB/322
VANITA SIMS/810-574-7047
SIMSV@TACOM.ARMY.MIL
WARREN, MI 48397-5000

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
UNICOR FEDERAL PRISON IND
CUSTOMER SERVICE
3301 LEESTOWN ROAD
LEXINGTON KY 40511-8799

CODE 54736 FACILITY CODE 54736

9A. AMENDMENT OF SOLICITATION NO.:
9B. DATED (SEE ITEM 11):
X 10A. MOD. OF CONTRACT/ORDER NO. DAAE07-00-F-L809
X 10B. DATED (SEE ITEM 13) 29-Sep-2000

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 Offer ☐ 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 document; (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 THE 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)
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) 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 date, 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:

X D. OTHER (Specify type of modification and authority)
"Termination for Cause" IAW 52.212-4(m)

E. IMPORTANT: Contractor ☐ is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE NEXT PAGES

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): Tara Rose Production Controller

15B. CONTRACTOR/OFFEROR: Tara Rose
(Signature of person authorized to sign)

15C. DATE SIGNED: 3/22/01

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA
BY Ronald Kraus
(Signature of Contracting Officer)

16C. DATE SIGNED: 3/22/01

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

The total cost has decreased from $37,526.10 by $37,526.10 to $0.00

Changes in Section SF 1449

CLIN 0001

The pricing detail quantity has decreased from 1.00 by 1.00 to 0.00

CLIN 0002

The pricing detail quantity has decreased from 1.00 by 1.00 to 0.00

Summary for the Payment Office

As a result of this modification, the total funded amount of the contract is decreased by $32,505.00 from $32,505.00 to $0.00

CLIN :0001
AA: 2102040000006D76756330054970031EC0000000RA099M43048TRV33000S20113
is decreased by $23,876.00 from $23,876.00 to $0.00

CLIN :0002
AB: 9700400110106D76754064070900031EC0000000RA371M43053RRS02700S20113
is decreased by $8,629.00 from $8,629.00 to $0.00

Changes in Section SF 30

You are hereby notified that Contract DAAE07-00-F-L800 is terminated as described herein for cause of the Government, pursuant to FAR Clause 52-212-4(m), entitled "Termination for Cause".

This notice is effective upon receipt; the terminated portion is limited to the deliverables under Contract Line Items 001 and 002:

The parties agree to the following:

(1) The contractor certifies that all items of termination inventory, the costs of which were used in arriving at the amount of this settlement or the settlement of any subcontract settlement proposal included in this settlement,

(i) are properly allocable to the terminated portion of the contract,
(ii) do not exceed the reasonable quantitative requirements of the terminated portion of the contract, and
(iii) do not include any items reasonably usable without loss to the Contractor on its other work. The Contractor further certifies that the Contracting Officer has been informed of any substantial change in the status of the items between the dates of the termination inventory schedules and the date of this agreement.

(2) The Contractor transfers, conveys, and assigns to the Government all the right, title, and interest, if any, that the Contractor has received, or is entitled to receive, in and to subcontract termination inventory not otherwise properly accounted for.

(3) The Contractor shall, within 10 days after receipt of the payment specified in this agreement, pay to each of its immediate subcontractors (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and, if the Contractor so elects, any amounts due and payable to the Contractor by those subcontractors.

(i) The Contractor has received $ __0__ for work and services performed, or items delivered, under the completed portion of the contract. The Government confirms the right of the Contractor, subject to paragraph (7) of this section, to retain this sum and agrees that it constitutes a portion of the total amount to which the Contractor is entitled in complete and final settlement of the contract.

(ii) Further, the Government agrees to pay to the Contractor or its assignee, upon presentation of a proper invoice or voucher, the sum of $ _0__ , arrived at by deducting from the sum of $ __0___ [for proposals on an inventory basis insert gross amount of settlement; for

proposals on a total cost basis, insert gross amount of settlement less amount shown in subdivision (6)(i) above] --

(A) the amount of $ __0__ for all unliquidated partial or progress payments previously made to the Contractor or its assignee and all unliquidated advance payments (with any interest),

(B) the amount of $ _0__ for all applicable property disposal credits [insert if appropriate, "and

(C) the amount of $ __0__ for all other amounts due the Government under this contract, except as provided in paragraph (7) of this section."]

(iii) The net settlement of $ _0__ in subdivision (ii) of this section, together with sums previously paid, constitutes payment in full and complete settlement of the amount due the Contractor for the complete termination of the contract and all other demands and liabilities of the Contractor and the Government under the contract, except as provided in paragraph (b)(7) of this section.

(4) Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:

[The following list of reserved or excepted rights and liabilities is intended to cover those that should most frequently be reserved and that should be scrutinized at the time a settlement agreement is negotiated (see 49.109-2). The suggested language of the excepted items on the list may be varied at the discretion of the contracting officer. If accuracy or completeness can be achieved by referencing the number of a contract clause or provision covering the matter in question, then follow that method of enumerating reserved rights and liabilities. Omit any of the following that are not applicable and add any additional exceptions or reservations required.]

(i) All rights and liabilities, if any, of the parties, as to matters covered by any renegotiation authority.

(ii) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.

(iii) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive orders, including, without limitation, any applicable clauses relating to: labor law, contingent fees, domestic articles, and employment of aliens. [If the contract contains clauses of this character inserted for reasons other than requirements of Acts of Congress or Executive orders, the suggested language should be appropriately modified.]

(iv) All rights and liabilities of the parties arising under the contract and relating to reproduction rights, patent infringements, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and

bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.
(v) All rights and liabilities of the parties, arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the Government by the Contractor under the contract or this agreement.
(vi) All rights and liabilities of the parties under the contract relating to any contract termination inventory stored for the Government.
(vii) All rights and liabilities of the parties under agreements relating to the future care and disposition by the Contractor of Government-owned property remain in the Contractor's custody.
(viii) All rights and liabilities of the parties relating to Government property furnished to the Contractor for the performance of this contract.
(ix) All rights and liabilities of the parties under the contract relating to options (except options to continue or increase the work under the contract), covenants not to compete, and covenants of indemnity.
(x) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.