

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

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2. Amendment/Modification No. P00005	3. Effective Date 2013DEC04	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By DLA LAND WARREN JEFFREY MAROTZKE WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: JEFFREY.MAROTZKE@US.ARMY.MIL	Code SPRDL1	7. Administered By (If other than Item 6) DCMA BALTIMORE 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-3375	Code S2101A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MAVEN ENGINEERING CORPORATION 15946 DERWOOD RD ROCKVILLE, MD 20855-2123	<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. SPRDL1-10-C-0041
	<input type="checkbox"/>	10B. Dated (See Item 13) 2009DEC23
Code 46YF5	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.**

<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 clause 52.249-2	

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) MARLENE J. SCHEELE MARLENE.SCHEELE@US.ARMY.MIL (586)282-3144		
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 2013DEC04

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN SPRDL1-10-C-0041

MOD/AMD P00005

**Name of Offeror or Contractor:** MAVEN ENGINEERING CORPORATION

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JEFFREY MAROTZKE  
Buyer Office Symbol/Telephone Number: ZGA/(586)282-3163  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders  
Type of Business: Other Small Business Performing in U.S.  
Surveillance Criticality Designator: B

\*\*\* End of Narrative A0000 \*\*\*

## MODIFICATION P00005

The purpose of modification P00005 to Contract SPRDL1-10-C-0041 is to terminate the contract in its entirety.

1. Effective date of Termination. You are notified that Contract SPRDL1-10-C-0041 (hereafter referred to as "the contract") is terminated for Government's convenience in accordance with FAR Clause 52.249-2, entitled, "Termination for Convenience of the Government." Reference the Government's stop work order letter sent to your firm dated 21 November 2013, that instructed your firm to immediately stop all work related to the contract. This termination is effective immediately upon receipt of this notice.

2. Cessation of work and notification to immediate subcontractors.

(a) You shall stop all work, make no further shipment, and place no further orders in connection with the contract, except (1) to the extent necessary to perform any portion thereof not terminated by this Notice, or (2) to the extent that you may wish to retain and continue any work in process or other materials for your own account, or (3) to the extent the Contracting Officer authorizes you to continue work-in-process for reasons of safety, or to clear (or avoid damage to) equipment or to avoid immediate complete spoilage of work-in-process having a definite commercial value, or otherwise to prevent undue loss to the Government. (If you believe the authorization referred to in (3) above is necessary or advisable, you shall immediately notify the Contracting Officer by telephone or personal conference and obtain instructions.) You shall keep adequate records of your compliance with this paragraph 2(a) showing (i) the date you received your Notice of Termination, (ii) the effective date of such termination, and (iii) the extent of completion of performance on such effective date.

(b) You shall give notice of termination to each of your immediate subcontractors (including suppliers) who will be affected by the termination of your Contract. In such notice you shall (1) give him the number of your contract with the Government, (2) state that it has been terminated (or terminated in part, if that is the case) for the convenience of the Government, (3) instruct him to stop all work, to make no further shipments, to place no more orders, and to terminate all subcontracts under this contract with you (subject to the same exceptions stated in paragraph 2(a)), (4) direct him to submit his settlement proposal promptly in order to expedite settlement, and (5) request him to give similar notice and instructions to his immediate subcontractors.

(c) You shall notify the Contracting Officer of any pending legal proceedings which relate to any subcontracts under the terminated contract or which have resulted in or which are intended to result in a lien or encumbrance on any termination inventory other than termination inventory you propose and are authorized to purchase, retain, or dispose of. (The Contracting Officer shall also be promptly notified of any such proceedings brought after receipt of this Notice.)

(d) You shall take such other action as may be required by the Contracting Officer or under the termination clause contained in your contract.

3. Termination Inventory.

(a) You shall forthwith transfer title to and deliver to the Government, in accordance with any instructions of the Contracting Officer, all items of termination inventory (including subcontractor termination inventory which under the terms of the subcontract or purchase order concerned you have the right to take over) of the following types or classes: None.

(b) In connection with settlement of your claim, it will be necessary to establish that all your termination inventory and that of your subcontractors has been properly accounted for. For detailed information, see FAR, Part 45.

4. Completed End Items. You shall notify the Contracting Officer of the number of articles completed under the contract and still on hand, and arrange with him for their delivery or other disposal. Subject to FAR 49.205 you will invoice acceptable completed end items under the contract in the usual way and not include them in your settlement proposal.

5. Patents. Your attention is called to any provisions of the contract which may require you to make a disclosure of, and to deliver to the Government instruments of license or assignment respecting all inventions, discoveries, and patent applications made by you in the performance of the contract. You are urged to forward such disclosures and instruments of license or assignment to the Contracting Officer promptly, inasmuch as these contractual obligations must be complied with before execution of the final settlement agreement. This paragraph may be disregarded if the contract contains no such patent provisions.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 3 of 5</b>
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**Name of Offeror or Contractor:** MAVEN ENGINEERING CORPORATION

6. Settlements With Subcontractors. You remain liable to your subcontractors and suppliers for claims arising by reason of the termination of their subcontracts or orders. You are requested to settle such termination claims as promptly as possible. For purposes of reimbursement by the Government, settlements will be governed by the provisions of Part 49.

7. Employees Affected.

(a) If this termination, together with all other outstanding terminations, will necessitate a significant reduction in your work force, as described in (b) below, you are urged to (1) promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that they can take timely action in assisting displaced workers; (2) give affected employees maximum practical advance notice of the employment reduction; and inform them of the facilities and services available to them through the local State Employment Services Offices; (3) advise affected employees to file applications with State Employment Service in order to qualify for unemployment insurance, if necessary; (4) inform officials of local unions having agreements with you of the impending reduction-in-force; and (5) inform local Chamber of Commerce and other appropriate organizations which are prepared to offer practical assistance in finding employment for displaced workers, of the impending reduction-in-force.

(b) Normally, a reduction of 200 or more workers during any one month of the period of the reduction-in-force will be considered significant. However, a reduction of a lesser number of workers in any one month, or in several successive months, also may have a serious adverse impact in a small community affected by other layoffs.

(c) To the extent appropriate and practicable, you are requested to urge subcontractors, if any, to take actions similar to those described above.

8. The contract administration office named in your contract will furnish you the name of the Contracting Officer who will be in charge of the settlement of this termination, and who will, upon request, provide you with the necessary settlement forms. Matters not covered by this Notice should be brought to the attention of the undersigned.

9. Please acknowledge receipt of the Notice as provided below

Marlene J. Scheele  
Contracting Officer

Acknowledgement of Notice

The undersigned hereby acknowledges receipt of a signed copy of the foregoing Notice on\_\_\_\_\_.

\_\_\_\_\_  
Contractor

By\_\_\_\_\_

\_\_\_\_\_  
Title

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN SPRDL1-10-C-0041 MOD/AMD P00005

Name of Offeror or Contractor: MAVEN ENGINEERING CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																		
0001	MOUNT,TANK THERMAL NSN: 1240-01-060-2819 FSCM: 96214 PART NR: 804915																																		
0001AA	<p><u>Production Quantity</u></p> <p>GENERIC NAME DESCRIPTION: MOUNT,TANK THERMAL                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      PRON: M191A152M1    PRON AMD: 02    ACRN: AA                      AMS CD: SM2B1100                      PSC: 1240</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 804915</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE FOR DETAILS                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin    ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H099252H600</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>19</td> <td>14-OCT-2011</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W25G1U) SU W1BG DLA DISTRIBUTION                      DDSP NEW CUMBERLAND FACILITY                      2001 NORMANDY DRIVE DOOR 113 TO 134                      NEW CUMBERLAND,PA,17070-5002</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H099252H600	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	19	14-OCT-2011				19	EA	\$ UNDEFINITEZED	\$ 204,135.00
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**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIN** SPRDL1-10-C-0041      **MOD/AMD** P00005

**Name of Offeror or Contractor:** MAVEN ENGINEERING CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT