

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 3

2. Amendment/Modification No.

02

3. Effective Date

2014APR17

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

DLA LAND WARREN
ROBERT HARRISON
WARREN, MI 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

SPRDL1

7. Administered By (If other than Item 6)

DCMA LATHROP
P O BOX 232
700 EAST ROTH ROAD, BLDG 330
(LATHROP, CA)
FRENCH CAMP CA 95231-0232

Code

S0507A

EMAIL: ROBERT.HARRISON9@US.ARMY.MIL

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

RALBO, INC.
850 DEMING WAY
SPARKS, NV 89431-6455

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52H09-10-D-0019/VD02

10B. Dated (See Item 13)

2012JUN26

Code 7Z048

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) 52.249-2 Termination for Convenienc

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)	
		MORRIS BELLEVILLE MORRIS.BELLEVILLE@US.ARMY.MIL (586)282-3139	
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)	2014APR17

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 3
	PIIN/SIIN W52H09-10-D-0019/VD02 MOD/AMD 02	
Name of Offeror or Contractor: RALBO, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ROBERT HARRISON
 Buyer Office Symbol/Telephone Number: ZGA/(586)282-3200
 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: C

*** End of Narrative A0000 ***

Modification 02 to W52H09-10-D-0019 Delivery Order VD02: Correction to quantity discrepancy.

(a) Effective date of Termination. You are notified that Contract Number W52H09-10-D-0019 Delivery Order VD02 (hereinafter referred to as "the contract") is terminated for the convenience of the Government, in accordance with the clause thereof entitled, "Termination for the Convenience of the Government (Fixed Price) (Short Form) (FAR 52.249-1)". Such termination is effective immediately upon receipt of this modification, and the termination is for the remaining quantity on this contract. 81 units have been delivered on this contract, as of the time of this modification, and the termination is for:

(1) Reduce Production CLIN 0013AA by 65 each from 129 each to 64 each.

(b) Cessation of Work and Notification to your Immediate Subcontractors. You shall take the following steps:

1. Stop all work, make no further shipments, and place no further orders relating to the contract, except for--

- (i) The continued portion of the contract, if any;
- (ii) Work-in-process or other materials that you may wish to retain for your own account; or
- (iii) Work-in-process that the Contracting Officer authorizes you to continue

- (A) for safety precautions,
- (B) to clear or avoid damage to equipment,
- (C) to avoid immediate complete spoilage of work-in-process having a definite commercial value, or
- (D) to prevent any other undue loss to the Government. (If you believe this authorization is necessary or advisable, immediately notify the Contracting Officer by telephone or personal conference and obtain instructions).

2. Keep adequate records of your compliance with subparagraph (b)(1) of this section showing the---

- (i) Date you received the Notice of Termination;
- (ii) Effective date of the termination; and
- (iii) Extent of completion of performance on the effective date.

3. Furnish notice of termination to each immediate subcontractor and supplier that will be affected by this termination. In the notice--

- (i) Specify your Government contract number;
- (ii) State whether the contract has been terminated completely or partially;
- (iii) Provide instructions to stop all work, make no further shipments, place no further orders, and terminate all subcontracts under the contract, subject to the exceptions in subparagraph (b)(1) of this section;
- (iv) Provide instructions to submit any settlement proposal promptly; and
- (v) Request that similar notices and instructions be given to its immediate subcontractors.

4. Notify the Contracting Officer of all pending legal proceedings that are based on subcontracts or purchase orders under the contract, or in which a lien has been or may be placed against termination inventory to be reported to the Government. Also, promptly notify the Contracting Officer of any such proceedings that are filed after receipt of this Notice.

5. Take any other action required by the Contracting Officer or under the Termination Clause in the contract.

(c) Termination inventory.

- (1) As instructed by the Contracting Officer, transfer title and deliver to the Government all termination inventory of the following types or classes, including subcontractor termination inventory that you have the right to take: NONE
- (2) To settle your proposal, it will be necessary to establish that all prime and subcontractor termination inventory has been properly accounted for. For detailed information, see FAR Part 45.

(d) Settlements with subcontractors. You remain liable to your subcontractors and suppliers for proposal arising because of the termination of their subcontracts or orders. You are requested to settle these settlement proposals as promptly as possible. For purpose of reimbursement by the Government, settlements will be governed by the provisions of FAR Part 49.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 3**

PIIN/SIIN W52H09-10-D-0019/VD02

MOD/AMD 02

Name of Offeror or Contractor: RALBO, INC.

(e) Completed end items.

- (1) Notify the Contracting Officer of the number of items completed under the contract and still on hand and arrange for their delivery or other disposal (see FAR Part 49.205).
- (2) Invoice acceptable completed end items under the contract in the usual way and do not include them in the settlement proposal.

(f) Patents. If required by the contract, promptly forward the following to the Contracting Officer:

- (1) Disclosure of all inventions, discoveries, and patent applications made in the performance of the contract.
- (2) Instruments of license or assignment on all inventions, discoveries, and patent applications made in the performance of the contract.

(g) Employees affected.

- (1) If this termination, together with other outstanding terminations, will necessitate a significant reduction in your work force, you are urged to--

- (i) Promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that the Service can take timely action in assisting displaced workers;
- (ii) Give affected employee maximum practical advance notice of the employment reduction and inform them of the facilities and services available to them through the local State Employment Service offices;
- (iii) Advise affected employees to file applications with the State Employment Service to qualify for unemployment insurance, if necessary;
- (iv) Inform officials of local unions having agreements with you of the impending reduction-in-force; and
- (v) Inform the 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.

- (2) If practicable, urge subcontractors to take similar actions to those described in subparagraph (1) of this section.

(h) Administrative. The contract administration officer named in the contract will identify the Contracting Officer who will be in charge of the settlement of this termination and who will, upon request, provide the necessary settlement forms. Matters not covered by this notice should be brought to the attention of the undersigned.

*** END OF NARRATIVE A0002 ***