

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. P00004	3. Effective Date 2014APR09	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND KAREN BLASKY WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: KAREN.BLASKY@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA DALLAS 600 N PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code S4402A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SUNBELT DESIGN & DEVELOPMENT, INC. 730 PEREZ ST SAN ANTONIO, TX 78207-2318	<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. W56HZV-11-C-0181
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011MAR02
Code 0FC01	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)

ACRN: AA NET DECREASE: -\$43,050.00

**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 checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	FAR 52.249-2 (Partial)
<input type="checkbox"/>	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) KERRI M. BROMAN KERRI.BROMAN@US.ARMY.MIL (586)282-7015	
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 2014APR09

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	PIIN/SIIN W56HZV-11-C-0181	MOD/AMD P00004
Name of Offeror or Contractor: SUNBELT DESIGN & DEVELOPMENT, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: KAREN BLASKY
 Buyer Office Symbol/Telephone Number: CCTA-ARH-C/(586)282-8825
 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
 Weapon System: Howitzer, 155-mm, M198

*** End of Narrative A0000 ***

MODIFICATION P00004 TO CONTRACT W56HZV-11-C-0181

(a) The purpose of this modification is to provide settlement for a partial termination for convenience resulting from a reduction in Government requirements. A notice of termination was issued to Sunbelt Design and Development Inc. on 11 March 2014. The settlement amount agreed to by both parties is \$150,000.00.

(b) The parties agree to the following:

(1) The terminated portion of the contract is as follows:

- (i) NSN number, 4931-01-260-2208
- (ii) Description, Adapter Kit Trunnio
- (iii) The total price of terminated items, \$43,050.00 and the quantity terminated in CLIN 0001AB is 90 kits.
- (iv) Unit price adjustment for remaining quantity of 60 (from \$1,287.00 to \$2,500 per kit) to incorporate the

settlement costs resulting from the partial termination for convenience of this contract, this settlement agreement is based on material and labor purchases made by the contractor since the date that the original contract was awarded (02 March 2011) and the administrative cost to settle this partial termination for convenience.

(2) The Contractor certifies that all contract termination inventory (including scrap) has been retained or acquired by the Contractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits have been used in arriving at this agreement.

(3) The Contractor certifies that each immediate subcontractor, whose settlement proposal is included in the proposal settled by this agreement, has furnished the Contractor a certificate stating --

(i) That all subcontract termination inventory (including scrap) has been retained or acquired by the subcontractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits were used in arriving at the settlement of the subcontract, and

(ii) That the subcontractor has received a similar certificate from each immediate subcontractor whose proposal was included in its proposal.

(4) 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.

(5) 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.

(6) 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.

(7)

(i) The Government agrees to pay to the Contractor or its assignee, upon presentation of a proper invoice or voucher, the sum of \$77,780.00, arrived at by deducting from the settlement amount of \$150,000.00,

(A) the amount of \$72,220.00 for all unliquidated partial or progress payments previously made to the Contractor or its assignee and all unliquidated advance payments (with any interest) applicable to the terminated portion of the

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Name of Offeror or Contractor: SUNBELT DESIGN & DEVELOPMENT, INC.		

contract and

(B) the amount of \$0 for all applicable property disposal credits.

(ii) The net settlement of \$77,780.00 in subdivision (7)(i) of this section, together with sums previously paid, constitutes payment in full and complete settlement of the amount due the Contractor for the terminated portion of the contract, except as provided in subparagraph (b)(8) of this section.

(iii) Upon payment of the net settlement of \$77,780.00, all obligations of the Contractor to perform further work or services or to make further deliveries under the terminated portion of the contract and all obligations of the Government to take further payments or carry out other undertakings concerning the terminated portion of the contract shall cease; provided, that nothing in this agreement shall impair or affect any covenants, terms, or conditions of the contract relating to the completed or continued portion of this contract.

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

(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.

(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.

(c) As a result of this modification, the total contract value is decreased by \$43,050.00, from \$193,050.00 to \$150,000.00.

(d) All other terms and conditions of contract, except those that are addressed by this modification, remain unchanged and in full force and effect.

(e) Modification P0004 constitutes the complete equitable adjustment for the partial termination for convenience. The contractor releases the Government from any and all liability under this contract for any equitable adjustment attributable to or related to the facts or circumstances giving rise to the partial termination for convenience in Modification P0004.

(End of agreement)

*** END OF NARRATIVE A0008 ***

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Name of Offeror or Contractor: SUNBELT DESIGN & DEVELOPMENT, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FIRST ARTICLE TEST REPORT NSN: 4931-01-260-2208 FSCM: 19200 PART NR: 12000682-2				
0001AA	<u>FIRST ARTICLE TEST REPORT</u> CLIN CONTRACT TYPE: Firm Fixed Price <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30	1	LO		
0001AB	<u>PRODUCTION QUANTITY</u> COMMODITY NAME: ADAPTER KIT,TRUNNIO CLIN CONTRACT TYPE: Firm Fixed Price PRON: M101R099M1 PRON AMD: 07 ACRN: AA AMS CD: SM2B1100000 PSC: 4931 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H090203H975 W62G2T J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 DELETED 002 DELETED 003 60 30-JUN-2012 FOB POINT: Destination SHIP TO: (W62G2T) XU W1BG DLA DISTRIBUTION 25600 S CHRISMAN ROAD REC WHSE 57 TRACY,CA,95304-5000	60	KT	\$ 2,500.00000	\$ 150,000.00

CONTINUATION SHEET

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PIIN/SIN W56HZV-11-C-0181 MOD/AMD P00004

Name of Offeror or Contractor: SUNBELT DESIGN & DEVELOPMENT, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p data-bbox="264 415 480 436"><u>Basic CLIN for ELIN</u></p> <p data-bbox="264 548 545 569"><u>Inspection and Acceptance</u></p> <p data-bbox="264 573 834 594">INSPECTION: Destination ACCEPTANCE: Destination</p>				

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Name of Offeror or Contractor: SUNBELT DESIGN & DEVELOPMENT, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ MIPR/ <u>ITEM</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>
0001AB	M101R099M1 SM2B1100000	2		AA \$	193,050.00 \$	-43,050.00 \$	150,000.00
					NET CHANGE \$	-43,050.00	

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>INCREASE/ DECREASE</u>
AA	97 X4930AC9D 6D	26KB	S20113	W56HZV	\$ -43,050.00
					NET CHANGE \$ -43,050.00

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 193,050.00	\$ -43,050.00	\$ 150,000.00

LINE	<u>ITEM</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>		
0001AB	AA	97	0X0X4930AC9D	S20113	6D0000SM2B110000026KB S20113 W56HZV