

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

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2. Amendment/Modification No. P00001	3. Effective Date 2014APR23	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND MICHAEL CIACIUCH WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MICHAEL.CIACIUCH@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 5001 SANTA ANA, CA 92701-4056	Code S0513A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) HARMONOLOGIC, LLC 20532 AMIE AVE TORRANCE, CA 90503-3605	<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-13-C-0054
	<input type="checkbox"/>	10B. Dated (See Item 13) 2013MAY01
Code 5ZRT6	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 checked="" 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 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) JOHN M. HOPFNER JOHN.HOPFNER@US.ARMY.MIL (586)282-7359		
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 2014APR23

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
	PIIN/SIIN W56HZV-13-C-0054	MOD/AMD P00001	
Name of Offeror or Contractor: HARMONOLOGIC, LLC			

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MICHAEL CIACIUCH
Buyer Office Symbol/Telephone Number: CCTA-ASG-B/(586)282-9630
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Research and Development Contracts
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

1. The purpose of this unilateral Modification P00001 to SBIR Phase II Contract W56HZV-13-C-0054 is to make the following administrative changes to information that was provided at the time of initial Contract award:

a. Section B (Supplies or Services and Prices/Costs), paragraph B.3 on page 7 of the Contract is revised to read:

"B.3 FUNDS ALLOTTED: the amount of funds currently allotted to this Contract is \$499,999.00 (through MAY 2013/initial Base Contract award date)."

(an updated version of Section B, with the change effected by this Modification noted with underlining, is included as a part of this Modification document)

b. Section I (Contract Clauses) is changed by removing Clause I-26 (FAR 52.216-11, entitled "Cost Contract--No Fee"), found on page 23, in its entirety.

2. Except for the changes resulting from this Modification, all other Contract terms and conditions remain unchanged.

*** END OF NARRATIVE A0001 ***

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

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PIIN/SIIN W56HZV-13-C-0054

MOD/AMD P00001

Name of Offeror or Contractor: HARMONOLOGIC, LLC

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND PAYMENT

B.1.1 The estimated cost for performance of the work required under this Contract is stated in Section B under CLIN 0001, which shall constitute the estimated cost for the purpose of the Contract Clause entitled "LIMITATION OF FUNDS", FAR 52.232-22.

Estimated Cost:	\$934,578.00
Fixed Fee:	\$ 65,420.00
TOTAL AMOUNT:	\$999,998.00

B.1.2 The Contractor will be paid the Fixed Fee stated in Section B under CLIN 0001 for the performance of work under the Contract, and in accordance with the terms of the Contract Clause entitled "FIXED FEE", FAR 52.216-8. The fixed fee, together with the reimbursement of actual costs incurred, shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this Contract.

B.1.3 Allowable costs shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause entitled "ALLOWABLE COST AND PAYMENT", FAR 52.216-7.

B.1.4 The Contractor may submit public vouchers for payment under this Contract in accordance with the Contract Clause entitled "ALLOWABLE COST AND PAYMENT", FAR 52.216-7.

B.1.5 The fixed fee will be payable at the time of reimbursement of cost in the same proportion to such cost as the total fee of this Contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this Contract.

B.2 FUNDING

B.2.1. The Government will provide funds under this Contract covering the estimated cost and fee on an incremental basis, as provided for in the funding schedule provided below, and pursuant to the following contractual clauses: LIMITATION OF FUNDS, FAR 52.232-22; and LIMITATION OF GOVERNMENT'S OBLIGATION, DFARS 252.232-7007. It is estimated that the incremental amounts are sufficient for the performance of work in each of the cited periods. The Government may, at its own discretion, allot such funds on an incremental basis within each fiscal year. The Contractor shall so plan and execute the work required by this Contract as to expend and commit funds compatible with the schedule set forth below. Whenever the Contractor has reason to believe that the funds allotted to this Contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.2.2 Funding Schedule:

<u>Performance Period</u>	<u>Amount</u>
Date of Contract award through 12 months after the date of Contract award:	\$499,999.00
From 12 months and one day after the date of Contract award through completion:	<u>\$499,999.00</u>
TOTAL:	\$999,998.00

B.3 FUNDS ALLOTTED: the amount of funds currently allotted to this Contract is \$499,999.00 (through MAY 2013/initial Base Contract award date).

*** END OF NARRATIVE B0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 4****PIIN/SIIN** W56HZV-13-C-0054**MOD/AMD** P00001**Name of Offeror or Contractor:** HARMONOLOGIC, LLC

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 DELETED	52.216-11	COST CONTRACT--NO FEE	APR/1984