

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

2014FEB04

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
DAVID PATTI
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: DAVID.PATTI1@US.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA DENVER
DENVER FEDERAL CENTER, BUILDING 16
P.O. BOX 25586
DENVER CO 80225-0586

Code

S0602A

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

THE PARVUS CORPORATION
3222 S WASHINGTON ST
SALT LAKE CITY, UT 84115-3426

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-13-D-0076/0001

10B. Dated (See Item 13)

2013JUN14

Code 0C0C7

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

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)	
		JACLYN FLEWELLING JACLYN.FLEWELLING@US.ARMY.MIL (586)282-9752	
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)	2014FEB04

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

Page 2 of 3

PIIN/SIIN W56HZV-13-D-0076/0001

MOD/AMD 02

Name of Offeror or Contractor: THE PARVUS CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DAVID PATTI
Buyer Office Symbol/Telephone Number: CCTA-ASG-A/(586)282-9748
Type of Contract: Firm Fixed Price
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 Modification 02 is to partially terminate Delivery Order 0001 for the Government's convenience as detailed below and as provided in the Government's letter to Parvus Corporation dated 21 January 2013.

(a) Effective date of termination. You are notified that Delivery Order 0001, issued under Contract No. W56HZV-13-D-0076 (referred to as the contract), is partially terminated for the Government's convenience under FAR Clause 52.249-2 entitled, Termination for Convenience of the Government (Fixed-Price) (April 2012). The partial termination of Delivery Order 0001 is effective immediately upon receipt of this Notice. Efforts terminated under Delivery Order 0001, CLIN 0011AA, are described as follows:

- i. VALEX [SoW, Paragraph: C.3.7]
- ii. COMMEX [SoW, Paragraph: C.3.8/C.3.8.1]
- iii. FIELDEX [SoW, Paragraph: C.3.8/C.3.8.2]
- iv. PILOT [SoW, Paragraph: C.3.9/C.3.9.1]
- v. NIE [SoW, Paragraph: C.9/C.3.9.2]
- vi. RECOVERY [SoW, Paragraph C.3.10]

(b) Cessation of work and notification to 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.

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

Page 3 of 3

PIIN/SIIN W56HZV-13-D-0076/0001

MOD/AMD 02

Name of Offeror or Contractor: THE PARVUS CORPORATION

(1) As instructed by the Contracting Officer, transfer title and deliver to the Government all termination inventories 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 Part 45.

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

(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 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 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 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 office 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 Contracting Officer.

2. As a result of this modification, the total contract amount remains unchanged.

3. Except as provided by this contract modification, all terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0003 ***