

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE December 20, 1999	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO (If applicable) AIT-II	
6. ISSUED BY US Army CECOM Acquisition Center- Washington ATTN: AMSEL-AC-WA-C (R. Hart (703) 325-3348) 2461 Eisenhower Avenue Alexandria, Virginia 22331-0700 e-mail: rhart@hoffman-issaa2.army.mil	CODE W73QLH	7. ADMINISTERED BY (If other than Item 6) DCMC Long Island 605 Stewart Ave. Garden City, NY 11530-476		CODE S3309A
8. NAME AND ADDRESS OF CONTRACTOR Symbol Technologies Inc. One Symbol Plaza Holtsville, New York 11742-1300			(✓)	9A. AMENDMENT OF SOLICITATION NO
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO DAAB15-99-D-0015
				10B. DATED (SEE ITEM 13) 13 July 1999
CODE 64928	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 ___ copy of the amendment; (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)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

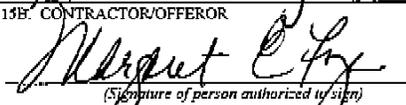
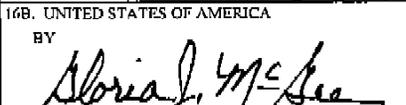
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: PART C-1 (FAR 52.212-4), (c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ___ is not, **X** is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

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) MARGARET E. FAGAN, Contract Mgr, Symbol Technologies, INC.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GLORIA J. McGEE, Contracting Officer (703) 325-2927 e-mail: gmcgee@hoffman-issaa2.army.mil
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/29/99
16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 22 Feb 2000

A. The purpose of this modification is to make the following contract changes:

1. Part B-2, Paragraph 2, Delivery Requirements, is changed to time of receipt at destination 60 days CONUS, 65 days OCONUS after date of order for all orders (SF 1449)

2. Part B-2, Paragraph 2 (d) is changed to read "Orders shall be mailed or notice of award furnished to contractor no later than date of order (FAR 11.403)."

3. The first sentence in bold in Part C-1(a), Inspection/Acceptance, is changed to read "... under this contract (except credit card orders) shall be made at origin by representatives of the Defense Contract Management Command."

4. The last sentence in Part C-1-1(n)1, software licenses, is administratively changed to read "... through (n).7 shall govern."

5. Part C-1-1(w)3, is administratively changed to "See paragraph (u)."

6. The first sentence in Part C-1-1(y), is administratively changed to read "July 13, 2000" as the beginning date for the collecting of Past Performance Input.

7. Part C-1-1(z), is changed to add DFARS Clauses 252.201-7000, Contracting Officer's Representative (COR), and 252.246-7000, Material Inspection and Receiving Report.

8. A Pen-and-Ink change is made to the number of pages on the original contract SF 1449. The number of pages is changed from, Page 1 of 419 to Page 1 of 288.

B. The following replacement pages are attached for incorporation in subject contract:

<u>Part</u>	<u>Page</u>
B-2	1
C-1	Page 1
C-1-1	Pages 6, 12, 13, and 13A

Changes are indicated by a bar (|) in the right margin.

C. As a result of this modification, there is no change in the total amount obligated under the contract.

D. All other terms and conditions remain unchanged and in full force and effect.

PART C-1

In accordance with FAR 12.302, Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, FAR Clause 52.212-4 is tailored as follows to reflect special contract terms and conditions that are unique for this contract. This tailored clause supersedes the version of FAR Clause 52.212-4. Sentences that include tailored portions are identified in **BOLD**.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS, (APR 98)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of non-conforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within 120 days after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. **Inspection and acceptance of supplies furnished under this contract (except credit card orders) shall be made at origin by representatives of the Defense Contract Management Command. Inspection and acceptance of services shall be made by the using activity as stated on each delivery order or task order. Inspection and acceptance of Incidental Materials for Technical Engineering services shall be made at the using activity as stated on each delivery order or task order.**

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. **The Government reserves the right to issue unilateral modifications to effect administrative changes to delivery orders and task orders. Further, the Procuring Contracting Officer (PCO) may issue unilateral modifications to effect administrative changes to the contract. All other changes in the terms and conditions of this contract may be made only by the PCO through written agreement of the parties.**

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

The COPOs will assign a unique control number (UCN) as designated by the Product Manager – Automatic Identification Technology (PM AIT) to each delivery order and task order for tracking purposes only.

The COPOs will forward the order to the Contractor. Distribution of orders shall be made by the contract ordering offices, in accordance with FAR 4.2, DFARS 204.2, and agency procedures.

Issuance of an order shall be defined as the date order is awarded (see also Delivery Requirements in Part B-2).

(m) Task Order – Technical Engineering Services

1. Upon receipt of a Technical Engineering Services Request for Proposal, which includes a description of the task(s) to be performed; the Contractor shall submit a price proposal as soon as possible, but not more than, fifteen workdays of receipt of the request unless so agreed to by the Customer and issuing office. The Contractor's proposal shall contain sufficient detail to enable the Government to determine the acceptability of the proposal and shall include, as a minimum:

- a. a brief description of the technical approach which demonstrates the Contractor's understanding of the task(s);
- b. Proposed timeline schedule;
- c. Proposed labor categories from the Master CLIN listing and the number of hours for each category;
- d. Proposed Incidental Materials including price and description of each item, and;
- e. Travel costs.

2. The task order will show the negotiated total firm-fixed price for the labor portion of effort at CLIN X019. The Government will negotiate a total firm-fixed price for the labor portion of the effort. The firm-fixed price for labor will be shown at CLIN X019 only.

(n) Software Licenses

1. Software and software documentation delivered under this contract shall be subject to the terms of this clause and the governing commercial products license, to the extent the latter is consistent with Federal law and FAR 12.212. Notwithstanding the foregoing, the commercial product license shall apply only if a copy of the license is provided with the delivered product. In the event of conflict between this clause and the commercial software product license, this clause (n).1 through (n).7 shall govern.

2. All software shall be licensed and priced for use on a single computer or for use on any computer at a particular site.

Instructions to Administrative Contracting Officer*
Instructions to other Defense Contract Management Command personnel*
Instructions to Defense Finance Administration Services
Instructions to Defense Contract Audit Agency

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Source Selection/PRAG Branch, e-mail box AMSEL-AC-SP-D@CECOM3.army.monmouth.mil. **(Not Applicable – AIT II/Firm Fixed Price)**

3. See Paragraph (u), Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

(End of Clause)

(x) Addendum to Clause 52.7055, Mandatory Use of Government to Government Electronic Mail:

The contract number and project name "AIT-II" shall be included in the subject line on all electronic mail communications.

(y) Past Performance Input from field Activities

In accordance with Acquisition Letter 98-1, Changes 1 and 2, dated 1 April 98 and 15 September 98, respectively, subject: Contractor Performance Information, all ordering offices shall provide Past Performance Input through the COPOs to the Procuring Contracting Officer (PCO) beginning July 13, 2000 and every 12 months thereafter, through the end of the AIT-II contract. The COPOs shall provide the assessment input to the PCO at the e-mail address below. Assessment input shall be required for all delivery/task orders exceeding \$100,000. Out of cycle or "Addendum" reports may be submitted if an extraordinary event happens prior to the 12 month interval or if it is necessary to report a meaningful occurrence during the period between physical completion of contract and contract closeout. The Regulatory requirement for contractor assessment and format (Non-System Contracts Performance Element) can be obtained under **Library** at the following Web Site:

<http://acqnet.sarda.army.mil>.

Past Performance input shall be forward to:
E-mail: gmcgee@hoffman-issaa2.army.mil

(z) Clauses Incorporated by Reference.

In accordance with FAR 52.252-2, this contract incorporates the following FAR clauses by reference:

52.211-14 Notice of Priority Rating For National Defense Use (SEP 90): . . .
[Most orders issued under this contract will be DO/A7 rated. However, DX rated orders may also be issued under this contract as well.]

52.211-15 Defense Priority and Allocation Requirements (SEP 90): . . .
Contractor shall follow all the requirements of the Defense Priority and Allocation System regulations (15 CFR 700).

52.216-18, Ordering (OCT 95): (a)...Such orders may be issued from effective date of notice to proceed through the 120th month thereafter and as stated in Part C-1-1, Paragraph (e), Ordering Period.

52.216-19, Delivery-Order Limitations (OCT 95): (a) Minimum Order... less than \$50... (b) Maximum order.... (1)\$5 million... (2)...\$10 million ...(3)... three (d)...five...

52.216-22, Indefinite Quantity (OCT 95): (d)...60 days after expiration of the contract term.

52.217-9, Option to Extend the Term of the Contract (MAR 89): (a)...within thirty days of the end of the current contract period, (c) 120 months.

52.223-3, Hazardous Material Identification and Material Safety Data (JAN 97): (Note: In addition to the re-submissions per paragraph (e), the contractor is to provide all applicable Material Safety Data Sheets to PM AIT).

52.232-18, Availability of Funds (APR 84)

52.247-35, FOB Destination, within Consignee's Premises (APR 84)

52.247-48, FOB Destination, Evidence of Shipment (FEB 99)

52.246-15, Certificate of Conformance (APR 1984)

252.201-7000, Contracting Officer's Representative (DEC 1991)

252.229-7007, Verification of United States Receipt of Goods (JUN 1997)

252.246-7000, Material Inspection and Receiving Report (DEC 1991)

(aa) Separately Orderable Maintenance Replacement Items. The Government intends to monitor and assess modes of failure and the failure rates of AIT-II hardware. After making this assessment, the Government will make a determination with regard to the feasibility of the Government performing all AIT-II hardware maintenance using organic capabilities. In the event the Government determines it is desirable to perform all AIT-II maintenance functions in-house, the Government reserves the right to negotiate with the Contractor for necessary hardware replacement parts and Government-designated personnel maintenance training in accordance with commercial practice in these areas.