

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00044	3. EFFECTIVE DATE See Block 16C.	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 (N. Tullis) (703) 325-3348 2461 Eisenhower Avenue Alexandria, Virginia 22331-0700 e-mail: nancy.tullis@cacw.army.mil		7. ADMINISTERED BY (If other than Item 6) DCMC Long Island 605 Stewart Ave. Garden City, NY 11530-4761	CODE S3309A	
8. NAME AND ADDRESS OF CONTRACTOR Symbol Technologies Inc. One Symbol Plaza, MS-A39 Holtsville, New York 11742-1300			9A. AMENDMENT OF SOLICITATION NO.	
Margaret Fagan, Fax: (631) 738-4611			9B. DATED (SEE ITEM 11)	
CODE 64928	FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DAAB15-99-D-0015	
			10B. DATED (SEE ITEM 13) 13 July 1999	

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.

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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(h).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Part C-1-1(h). Current Technology and Substitutions/Additions/Insertions

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 UCP 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 Items 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 Manager, (631) 738-5945 Symbol Technologies, Inc. email: fagan@symbol.com	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GLORIA J. McGEE, Contracting Officer (703) 325-2927 e-mail: gloria.mcgee@cacw.army.mil
15B. CONTRACTOR/OFFEROR <i>Margaret E Fagan</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11-15-01
15D. UNITED STATES OF AMERICA	16B. UNITED STATES OF AMERICA
BY <i>Gloria J. McGee</i> (Signature of Contracting Officer)	16C. DATE SIGNED 16 Nov 2001

A. The purpose of this modification is:

1. to incorporate Symbol Technologies Inc.'s Contract Change Proposal 0045 (CCP-0045) to satisfy the specification requirement of worldwide usability, by insertion of access to configuration software for the Spectrum24 Radio Frequency (RF) Access Point (CLIN X007BB). The software sets or resets the frequency spectrum allocation in each access point when required; such as, when a user deploys from one global location to another and the frequency must be reset to comply with different DOD host nation(s) supportability approval.

2. to administratively correct Modification P00041, Part B-2, the top right header, Line 3, which should read, "P00041," vice "PXXXX."

B. The Contractor shall provide Government AIT-II users access to RF AP configuration software via the Contractor-maintained AIT-II web site or removable media (RD ROM). The contractor shall manage and maintain AIT-II Worldwide, RF Access Point, Configuration Software. Both parties will control access and dissemination of the software to authorized personnel in accordance with the Memorandum of Agreement, Country Roaming Software Distribution, attached hereto and incorporated into the contract by reference.

C. The Contractor shall provide a null modem cable (P/N 61383-00-00) to Government customers who purchased CLIN X007BB prior to award of Modification P00029 dated 4 June 2001, upon request and proof of purchase. Requests must be submitted to the contractor's AIT-II Customer Support Center.

D. Section B, Supplies/Services, is hereby modified as follows:

The following SLIN is changed (**in bold face**) in accordance with the below:

FROM:

	NOTE: The CLINs are divided into ten series. The 0XXX series represents the Base Year CLINs. Series 1XXX represents Option Year 1 CLINs. Series 2XXX through 9XXX represent Option Years 2 through 9 CLINs, respectively. Shaded areas denote contract periods in which the CLIN/SLIN may not be ordered. See Note 2. on Page 1 of this Part and Part C-1-1(e) for ordering periods.	Base Year 0XXX	Option Year 1 1XXX	Option Year 2 2XXX	Option Year 3 3XXX	Option Year 4 4XXX		
SLIN	DESCRIPTION	QTY	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	HARDWARE REQUIREMENTS							
	PORTABLE DATA COLLECTION TERMINAL (PDCT)							
X007BB	Spectrum24 Access Point (2.45 Gigahertz) with Power supply, line cord, (2) antenna assemblies, documentation and diskette, RJ45-RJ45 Communication Cable. SYMBOL AP-3021-100-US, 50-24000-006, 23844-00-00, ML-2499-APA1-00, SW-20542-01, 58-40000-022, 61383-00-00	1	EA	985	887	798	718	64

TO:

X007BB	Spectrum24 Access Point (2.45 Gigahertz) with Power supply, line cord, (2) antenna assemblies, documentation and diskette, RJ45-RJ45 Communication Cable. Authorized users with AIT Product Manager's approval will be provided country roaming application software, via download or CD-ROM, for the user to update access points with the appropriate OCONUS RF frequency bands. SYMBOL AP-3021-100-US, 50-24000-006, 23844-00-00, ML-2499-APA1-00, SW-20542-01, 58-40000-022, 61383-00-00	1	EA	985	887	798	718	64
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E. The following two subparagraphs are added to Contract Part C-1, subparagraph (o).

“(2) Symbol makes no warranties other than the standard commercial warranty, express or implied, with respect to the country roaming software, all of which are expressly denied, but not limited to, implied warranties of merchantability or fitness for a particular purpose, and all other warranties and representation are disclaimed and excluded.

(3) Symbol’s standard commercial warranties shall not apply to any country roaming software which has been subjected to accident, neglect, misuse, abuse, vandalism, negligence in transportation or handling, failure of electric power, air conditioning, humidity control, causes other than ordinary use, or causes beyond symbol’s control, or if the product was not properly maintained. Symbol’s warranties shall not apply to any software, or any part thereof, which has been modified by any person.”

F. The following special contract provision is added as subparagraph n.8. of Contract Part C-1-1, Addendum to FAR 52.212-4, Special Provisions.

“The Government’s rights with regard to the country roaming (re)configuration software provided in SLIN X007BB are governed by Modification P00044.”

G. The following contract parts are replaced in their entirety and dated as annotated for administrative purposes: Contract Part B-1, 31 October 2001, C-1 and C-1-1, 18 September 2001.

Changes in Microsoft Excel are denoted by a bar (|) in the right margin .

Changes in Microsoft Word are implemented using the highlight (but not strikethrough) technique as follows:

Under Tools, Options, Track Changes Tab:

Inserted text; Mark: Underline, Color: Auto

Changed lines; Mark: Right border, Color: Auto

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

Memorandum of Agreement Country Roaming Software Distribution

Purpose: To describe control mechanisms to be employed by the Government in providing reasonable safeguards in the dissemination and use of proprietary country roaming software developed by Symbol Technologies, Inc. (Symbol).

Background: The AIT II contract offers radio frequency products that are labeled for use in the United States. These US certified products might be used in other nations provided US military authorities secure host nation approval. The approval process may result in the host nation specifying an allowable spectrum range that (1) differs from the US approved range and (2) is identical to spectrum ranges that Symbol Technologies has previously negotiated with the host nation on the "commercial side". These previously negotiated spectrum ranges on the commercial side constitute the "country roaming software" that this MOA addresses.

Limitations:

It is understood that Symbol Technologies will not provide software in those instances where the military authorities negotiate frequencies ranges that differ from the commercial side.

This agreement applies to the 1, 2, and 11 Mbps Symbol Access Points and Symbol Mobil Computing & Portable Data Collection devices available through the AIT II contract, and whose contract line item is not listed as CONUS only.

Symbol Technologies, Inc., agrees to:

Provide the PM AIT and LOGSA with access to Symbol AIT II Web Site with electronically downloaded software (EDS) per present COTS generally accepted software practices.

Provide password protected access to the software via the World Wide Web.

Provide passwords to PM AIT.

Maintain a log of those accessing the website.

Post software updates as required.

Notify the PM AIT appointed software custodian of such updates via email.

PM AIT agrees to:

Appoint a software custodian: Logistics Support Agency.

The software custodian creating and controlling a master CD ROM and all copies it replicates and distributes.

The software custodian verifying that the copies are latest version available from Symbol.

The software custodian compressing (using WINZIP, PKZIP, or equivalent) and password protecting any CD ROM copies.

The software custodian distributing copies of the CD ROM to those approved by the PM AIT.

The software custodian maintaining a user database of all users accessing the Symbol AIT II Web Site and all users to which they distribute CD ROM copies. At a minimum the user database will contain the person's name, organization, address, phone number, email address, and if known the date of request.

The software custodian reviewing web site logs on a periodic basis to ensure access remains limited to those approved by the PM AIT.

Not to further delegate software custody beyond the custodian.