

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1 15
2. AMENDMENT/MODIFICATION NO. P00076	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 Information Technology, E-Commerce and Commercial Contracting Center ATTN: SFCA-IT (Mal Peabody) (703) 325-8936 2461 Eisenhower Avenue Alexandria, Virginia 22331-1700 e-mail: Malburne.Peabody@itec4.army.mil	CODE W91QUZ	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, MS-A39 Holtsville, New York 11742-1300 Margaret Fagan, Fax: (631) 738-4611			(*) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 64928	FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DAAB15-99-D-0015	10B. DATED (SEE ITEM 11) 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 DATA 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. (c) Changes, and Part C-1-1(h), Current Technology and Substitutions/Additions/Insertions
D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor \_\_\_ is not X is required to sign this document and return 1 copy to the issuing office.

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

See Pages 2 through 15.

Except as provided herein, all terms and conditions of the documents 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 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@itec4.army.mil
15B. CONTRACTOR/OFFEROR <i>Margaret E. Fagan</i> (Signature of person authorized to sign)	15C. DATE SIGNED 3/5/03
16B. UNITED STATES OF AMERICA BY <i>Gloria J. McGee</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5 Mar 03

**A. The purpose of this modification is to:**

1. Incorporate Symbol Technologies Inc.'s Contract Change Proposal 0081 (CCP-0081) to substitute a 2Mbps RF Gateway and a 2Mbps RF Modem incorporates a new, flexible, durable case design that has a user accessible slot for inserting either choice of a Spectrum24 or Spectrum24 High Rate LAN radio adapter. The CCP also adds a similar 11Mbps RF Gateway and an 11Mbps RF Modem and maintenance for these 11Mbps items.

2. Incorporate Symbol Technologies Inc.'s Contract Change Proposal 0105 (CCP-0105) to add the new PDT8000 series, Pocket PC 2002, PDCT-G1X and its associated peripherals as a new Intel XScale PXA250 @ 400MHz, color, keyboard & touchscreen, 1/4" VGA, programmable, user accessible compact flash slot, portable data collection tool.

3. Replace Part C-1-1, paragraph (s), Continued Performance During Crisis Situation, with Continued Performance During Support of Crisis Situations, Contingency or Exercise, and add related DFARS and FAR clauses to the contract.

**B. For CCP-0081, Part B-2, Master CLIN/SLIN Listing, is hereby modified as follows:**

1. The following equipment CLIN/SLINs are substituted in accordance with the table below. The changes are indicated in bold print:

**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
<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Unit Price</b>	<b>Unit Price</b>	<b>Unit Price</b>	<b>Unit Price</b>
X007DE	RF Gateway (2.45 Gigahertz) - Spectrum24 Serial Client Bridge ac adapter and user guide. SYMBOL CB-3021-AIT, 70-20721-01	1	EA	700	630	567	510	459
X007EB	RF Modem (2.45 Gigahertz) - Spectrum24 Serial Client Bridge with antenna, A/C Adapter and user guide SYMBOL CB-3021-AIT, ML-2499-YGA1-01, 70-20721-01	1	EA			775	697	628

TO:

	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
CLIN	DESCRIPTION	QTY	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
X007DE	RF Gateway (2.45 Gigahertz, 2Mbps) - Spectrum24 Serial Client Bridge, A/C Adapter and user guide. SYMBOL CB-1000-0000-US, LA-3021-102-US  The drivers, firmware & product documentation for the Spectrum24 High Rate or Spectrum24 Wireless LAN adapters may be downloaded free of charge at the following Symbol Technologies website: <a href="http://software.symbol.com/devzone/index.cfm">http://software.symbol.com/devzone/index.cfm</a> .	1	EA				470	459
X007EB	RF Modem (2.45 Gigahertz, 2Mbps) - Spectrum24 Serial Client Bridge with antenna, A/C Adapter and user guide. SYMBOL CB-1000-0010-US, LA-3021-102-US, ML-2499-YGA1-01  The drivers, firmware & product documentation for the Spectrum24 High Rate or Spectrum24 Wireless LAN adapters may be downloaded free of charge at the following Symbol Technologies website: <a href="http://software.symbol.com/devzone/index.cfm">http://software.symbol.com/devzone/index.cfm</a> .	1	EA				685	628

2. The following equipment CLIN/SLINs are added in accordance with the table below:

	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
CLIN	DESCRIPTION	QTY	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
X007DF	RF Gateway (2.45 Gigahertz, 11Mbps) - Spectrum24 High Rate Serial Client Bridge, A/C Adapter and user guide. SYMBOL CB-1000-0000-US, LA-4121-1120-US  The drivers, firmware & product documentation for the Spectrum24 High Rate	1	EA				400	400

	or Spectrum24 Wireless LAN adapters may be downloaded free of charge at the following Symbol Technologies website: <a href="http://software.symbol.com/devzone/index.cfm">http://software.symbol.com/devzone/index.cfm</a>							
X007EC	RF Modem (2.45 Gigahertz, 11Mbps) - Spectrum24 High Rate Serial Client Bridge with antenna, A/C Adapter and user guide. SYMBOL CB-1000-0010-US, LA-4121-1120-US, ML-2499-YGA1-01  The drivers, firmware & product documentation for the Spectrum24 High Rate or Spectrum24 Wireless LAN adapters may be downloaded free of charge at the following Symbol Technologies website: <a href="http://software.symbol.com/devzone/index.cfm">http://software.symbol.com/devzone/index.cfm</a>	1	EA				625	625

2. The following maintenance SLINs are added in accordance with the table below.

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.				Option Year 5 5XXX	Option Year 6 6XXX	Option Year 7 7XXX	Option Year 8 8XXX	Option Year 9 9XXX
CLIN	DESCRIPTION	QTY	Unit	Unit Price				
	RF Gateway (2.4 to 2.5 Gigahertz) High Rate, 11Mbps							
X040FE	CONUS – Mail-in/Carry-in	1	EA	85	82	79	76	73
X040FF	CONUS – Mail-in/Carry-in	1	MO	3	3	2	2	2
X040FG	CONUS – Mail-in/Carry-in	1	EA	85	82	79	76	73
X040FH	CONUS – Mail-in/Carry-in	1	MO	3	3	2	2	2
	RF Modem (2.4 to 2.5 Gigahertz) High Rate, 11Mbps							
X040HE	CONUS – Mail-in/Carry-in	1	EA	85	82	79	76	73
X040HF	CONUS – Mail-in/Carry-in	1	MO	3	3	2	2	2
X040HG	CONUS – Mail-in/Carry-in	1	EA	85	82	79	76	73
X040HH	CONUS – Mail-in/Carry-in	1	MO	3	3	2	2	2

**C. For CCP-0105, Part B-2, Master CLIN/SLIN Listing, is hereby modified as follows:**

1. The following equipment CLIN/SLINs are added in accordance with the table below:

	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
CLIN	DESCRIPTION	QTY	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
X001ZA	PDCT G Class 80XX Communication Docking Station/Battery Charger, includes Power Supply, 6 Ft Communication Cable, DC Line Cord, and AC Line Cord. SYMBOLCRD8000-1000S, 50-14001-005, 58-40000-022, 50-16002-028, 23844-00-00	1	EA				250	250
X001ZC	PDT G Class, High Capacity, Rechargeable Battery (7.4V, 1130 LiION) SYMBOL 21-54882-01	1	EA				30	30
X001ZD	PDCT G Class Multiple Battery Charger with (4) Series 8000 Battery Charger Adapters, and AC Line Cord SYMBOL UBC2000-I500D, 21-32665-33 (4), 23844-00-00	1	EA				285	285
X001ZE	PDCT G Class Printer Cable for connection to Zebra PT400 series Portable Printers. CBL-8000-100-ZEB	1	EA				65	65
X001ZF	PDCT G Class Holster 11-57530-02	1	EA				30	30
X001ZG	PDT 8000 Class PDCT-G1X, Batch, color, Pocket PC 2002, 1D, 23 key, Ruggedized Programmable PDCT with 128MB RAM Memory, 64 MB ROM, ¼ VGA Resolution Screen with 320 X 240 resolution, and integrated Linear Scan Engine, (2) Batteries, Quick Reference Guide. SYMBOL PDT8000-TS280000, 21-52319-01 (2)  (Note: MS ActiveSynch 3.1 is required for synchronization to the desktop and is freely downloadable from Microsoft's web site.)  (Note: The latest PDT80XX Software Development Kit (SDK), software drivers, firmware & product documentation may be downloaded free of charge at the following Symbol Technologies website: <a href="http://software.symbol.com/devzone/index.cfm">http://software.symbol.com/devzone/index.cfm</a> )  (Note: (Note: The 8000 Family employs the Intel XScale architecture. Presently there is no AIT II application generation (ADK) software available for this processor or device.)	1	EA				1525	1525

2. The following maintenance SLINs are added in accordance with the table below:

	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.			Option Year 5 5XXX	Option Year 6 6XXX	Option Year 7 7XXX	Option Year 8 8XXX	Option Year 9 9XXX
CLIN	DESCRIPTION	QTY	Unit	Unit Price				
	PDCT-G Class 80XX							
X029ZA	CONUS - Mail-in/Carry-in	1	EA		180	185	190	195
X029ZB	CONUS - Mail-in/Carry-in	1	MO		8	8	9	9
X029ZC	OCONUS - Mail-in/Carry-in	1	EA		180	185	190	195
X029ZD	OCONUS - Mail-in/Carry-in	1	MO		8	8	9	9

3. Symbol shall, in a future CCP(s), provide Application Development Generation Software as well as any other necessary items in order to make the PDT 8000 Terminal fully operational in accordance with Specification paragraph 3.10.

**D. Part C-1-1, Addendum to FAR 52.212-4 Special Provisions, is modified as follows:**

1. Provision (s) **Continued Performance During Crisis Situation**, is revised as follows:

**FROM:**

**(s) Continued Performance During Crisis Situation.**

1. The requirements of this Contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the Contractor may be required to perform this Contract during crisis situations, including war or a state of emergency subject to the requirements and provisions listed below.

2. The Contractor shall be responsible for performing all requirements of this Contract notwithstanding crisis situations, including but not limited to the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the Contractor to perform may subject the Contractor to a termination of this Contract for cause. If a crisis situation is determined, an equitable adjustment will be negotiated.

3. Crisis situations shall be determined by the overseas theater Commander-in-Chief, or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

4. Contractor personnel and dependents may be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for Contractor personnel and dependents should conditions warrant.

**TO:**

**(s) Continued Performance During Support of Crisis Situations, Contingency or Exercise**

1. Overview.

(A) The requirements of this Contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the Contractor may be required to perform this Contract during crisis situations (including war or a state of emergency), contingencies or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below.

(B) The Contractor shall be responsible for performing all requirements of this Contract notwithstanding crisis situations, contingencies or exercises, including but not limited to the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the Contractor to perform may subject the Contractor to a termination of this Contract for cause. If a crisis situation, contingency, or exercise is determined, an equitable adjustment may be negotiated.

(C) Crisis situations and contingency operations shall be determined by the overseas theater Commander-in-Chief, or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

(D) Contractor personnel and dependents may be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for Contractor personnel and dependents should conditions warrant.

(E) In the event Contractor employees are deployed or hired into the area of operations in support of a crisis situation, contingency or exercise, the following items and conditions will apply:

2. Management.

(A) The Contractor shall ensure that all Contractor employees, including sub-Contractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all

guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

(B) The Contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. The Contractor shall ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

(C) The Contractor shall take reasonable steps to ensure the professional conduct of its employees and sub-Contractors.

(D) The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant Contracting Officer or Contracting Officer's Representative.

(E) The Contracting Officer may direct the Contractor, at the Contractor's expense, to remove or replace any Contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

3. Accounting for Personnel. As directed by the Contracting Officer or Contracting Officer's representative and based on instructions of the Theater Commander, the Contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

#### 4. Risk Assessment and Mitigation.

(A) The Contractor shall ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

(B) If a Contractor employee departs an area of operations without Contractor permission, the Contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the Contractor replaces an employee who departs without permission, the replacement is at Contractor expense and must be in place within five days or as directed by the Contracting Officer.

(C) The Contractor shall prepare plans for support of military operations as required by contract or as directed by the Contracting Officer.

(D) For badging and access purposes, the Contractor shall provide the Contracting Officer or Contracting Officer's Representative a list of all employees (including qualified subcontractors and/or local

vendors being used in the area of operations) with all required identification and documentation information.

(E) As required by the operational situation, the Government will relocate Contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(F) The Contractor shall brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(G) The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(H) The Contractor shall designate a point of contact for all of its plans and operations and establish an operations center to plan and control the Contractor deployment process and resolve operational issues with the deployed force.

5. Force Protection. While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

#### 6. Vehicle and Equipment Operation.

(A) The Contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the statement of work.

(B) Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the Contracting Officer or Contracting Officer's Representative.

(C) The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

(D) The Contractor and its employees shall be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

#### 7. On-Call Duty or Extended Hours.

(A) The Contractor shall be available to work “on-call” to perform mission essential tasks as directed by the Contracting Officer.

(B) The Contracting Officer, or Contracting Officer’s Representative, will identify the parameters of “on-call” duty.

(C) The Contractor shall be available to work extended hours to perform mission essential tasks as directed by the Contracting Officer.

(D) The Contracting Officer may negotiate an equitable adjustment to the contract/task order concerning extended hours, surges, and overtime requirements.

8. Clothing and Equipment Issue. The Contractor shall ensure that Contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely affecting the Government’s tactical position in the field.

9. Legal Assistance. The Contractor shall ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

#### 10. Medical

(A) The Contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(B) When applicable, the Government may provide to Contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

(C) Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

#### 11. Passports, Visas and Customs.

(A) The Contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer for Contractor employees.

(B) All Contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying and the procedures, laws, and duties of the United States upon re-entry.

(C) The Contracting Officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

(D) The Contractor shall register all personnel with the appropriate U.S. Embassy or Consulate.

12. Living Under Field Conditions. If requested by the Contractor, the Government may provide to Contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations. If the above support is negotiated in the contract, at any level, the Government will receive consideration.

13. Morale, Welfare, and Recreation. The Government will provide to Contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

14. Status of Forces Agreement.

(A) The Contracting Officer will inform the Contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

(B) The Contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements.

(C) The Contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

(D) The Contractor shall be responsible for providing the Government with the required documentation to acquire invited Contractor or technical expert status, if required by SOFA.

15. Tour of Duty/Hours of Work

(A) The Contracting Officer, or Contracting Officer's Representative, will provide the Contractor with the anticipated duration of the deployment.

(B) The Contractor, at his/her own expense, may rotate Contractor employees into and out of the theater provided there is not degradation in mission. The Contractor shall coordinate personnel changes with the Contracting Officer.

(C) The Contracting Officer will provide the Contractor with the anticipated work schedule.

(D) The Contracting Officer, or Contracting Officer's Representative, may modify the work schedule to ensure the Government's ability to continue to execute its mission.

16. Health and Life Insurance. The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act administered by the Department of Labor.

17. Next of Kin Notification. Before deployment, the Contractor shall ensure that each Contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

18. Return Procedures.

(A) Upon notification of redeployment, the Contracting Officer will authorize Contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

(B) The Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractor's employees are returned to Government control upon completion of the deployment.

(C) The Contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

19. Special Legal Considerations.

(A) Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

(B) Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

(End of Provision)

2. Part C-1-1, paragraph (z) **Clauses Incorporated by Reference**, is hereby revised as follows:

**FROM:**

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

**TO:**

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

3. The following clauses are added to Part C-1.1, paragraph (z):

**FAR 52.228-3 – Worker’s Compensation Insurance (Defense Base Act) (APR 1984)**

**DFARS 252.225-7043 – Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States. (JUN 1998)**

(c)... Information and guidance pertaining to DoD Antiterrorism/Force protection can be obtained from the following office: HQDA (DAMO-ODL)/ODCSOP; Telephone, DSN 225-8491 or commercial (703) 695-8491.

**DFARS 252.228-7003 – Capture and Detection (DEC 1991)**

**E. Part D-1, Statement of Work and Specifications, is modified as follows:**

Paragraphs 4.10.5, 4.10.6, 4.18, and 4.18.1 are modified, with the changes reflected in bold print, and paragraphs 4.18.3, and 4.18.3.1 are added as follows:

4.10.5 RF Gateway

The Contractor shall provide RF gateways that provide a means of connecting non-RF peripheral devices, such as bar code label printers, to the RF data communications configuration from anywhere covered by the RF network. RF gateways shall be provided that operate at 2.4 to 2.5 GHz (IEEE 802.11 **and 802.11b** conformant). The RF gateway shall provide an EIA RS-232-E interface to the non-RF peripheral device.

4.10.6 RF Modem

The Contractor shall provide RF modems with EIA RS-232-E interfaces, and that operate at 2.4 to 2.5 GHz (IEEE 802.11 **and 802.11b** conformant). The provided RF modems shall employ bi-phase, modulated, spread-spectrum operations. The modems shall have a minimum operating range of 1,000 meters in a paired, stand-alone, point-to-point configuration. The RF modem shall have EIA RS-232-E transmission rates of at least 19,200 bps. The Government desires an additional capability for the external modem to interface to an IEEE 802.3/Ethernet LAN using a TCP/IP protocol. The Government also desires modems that will interface wirelessly with the other RFDC configuration components. RF modems shall comply with the requirements of FCC Part 15, Subparts A, B, and C for Class A digital devices.

#### 4.18 F-CLASS AND G-CLASS OF MOBILE PERSONAL PDCTS.

The Contractor shall provide hand-held, user programmable, graphical user interface, ¼ VGA min, keyboard and/or touchscreen input, Windows Pocket PC operating system-based PDCTs that provide data collection and significant interaction with the user through the display screen. In addition, the PDCT-F and PDCT-G Class shall support data collection with AIT II devices. These PDCTs shall be provided with graphical, windows, keyboard or pen-based screens. For each F-Class and PDCT-G Class PDCT, the Contractor shall provide a Communication Docking Station/Battery Charger with an EIA RS-232-E interface for communicating between the PDCT and a host computer. This unit shall also charge the batteries in the PDCT without removing the batteries from the PDCT. The Contractor shall provide a Multiple Battery Charger. The Multiple Battery Charger unit shall be capable of charging at least four sets of batteries simultaneously when the batteries are removed from the PDCT.

##### 4.18.1 TECHNICAL REQUIREMENTS.

The Contractor shall provide a PDCT-F and G-Class with the following attributes and components:

- a. Ruggedized construction;
- b. A screen or display that can receive input via pen and touch;
- c. Keyboard input or Pen-based character recognition;
- d. A minimum 32 Mbytes RAM, expandable to 64 Mbytes
- e. A minimum of 32 Mbytes user programmable ROM for OS and application software.
- f. Sufficient internal, non-volatile memory to support the operating system provided with the unit;
- g. A graphical user interface operating system capable of supporting required equipment and software functions;
- h. Support for EIA RS-232-E communications;
- i. Support for the Portable Bar Code Label Printer through the EIA RS-232-E interface;
- j. A battery charger;
- k. One set each of operational and spare rechargeable batteries.
- l. User accessible Type 2 compact flashcard slot.

##### 4.18.3 PDCT-G1X, WITH INTEGRAL ID SCANNER.

The Contractor shall provide a ruggedized, programmable PDCT with an integral 1D bar code scanner. The integral 1D bar code scanner of the PDCT-G1X class shall scan low to high density linear bar codes listed in the paragraph entitled "Bar Code Symbologies". The integral 1D bar code scanner shall have a depth of field of at least 4 inches for low and medium density bar codes and 2 inches for high density bar codes (These are not minimum read distances) and shall be capable of reading a minimum print quality of grade C bar codes in accordance with ANSI ASCX3.182-1990 (R1995).

##### 4.18.3.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide the following Separately Orderable Components for the PDCT-G1X.

- a. Communication Docking Station/Battery Charger;
- b. Multiple Battery Charger;
- c. Rechargeable Battery;

- d. Printer Cable for Portable Printer;
- e. Holster

**F. The following Contract parts are replaced in their entirety and dated as annotated for administrative purposes:**

Part B-2, dated 09 January 2003,  
Part C-1-1, dated 09 January 2003,  
Part D-1, dated 09 January 2003.

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

Changed lines; Mark: Right border

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