

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1 6</b>
2. AMENDMENT/MODIFICATION NO. <b>P00028</b>	3. EFFECTIVE DATE <b>See Block 16C.</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable) <b>RFID</b>	
6. ISSUED BY US Army CECOM Acquisition Center- Washington ATTN: AMSEL-AC-WA-C (G. Roddy) (703) 325-3346 2461 Eisenhower Avenue Alexandria, Virginia 22331-0700 e-mail: groddy@hoffman-issaa2.army.mil		7. ADMINISTERED BY (If other than Item 6) <b>DCMC San Francisco DCMDW-GFOC 1265 Borregas Avenue Sunnyvale, California 94089-1308</b>	CODE <b>S0507A</b>	
8. NAME AND ADDRESS OF CONTRACTOR  <b>SAVI Technology 615 Tasman Drive Sunnyvale, California 94089</b>			(✓) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			(✓) 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DAAB07-97-D-V007</b>	
CODE <b>0J463</b> FACILITY CODE			10B. DATED (SEE ITEM 13) <b>8 August 1997</b>	

**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 data 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.**

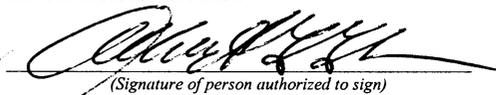
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET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

E. IMPORTANT: Contractor \_\_\_ is not, (✓) 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 Pages 2 through 6.

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) <b>ALBERT G GHAN MANAGER, CONTRACTS</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>GLORIA J. McGEE, Contracting Officer (703) 325-2927 e-mail: gmcgee@hoffman-issaa2.army.mil</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED <b>DEC. 6, 2000</b>	16C. DATE SIGNED <b>8 Dec 2000</b>

A. The purpose of this modification is to incorporate Status of Forces Agreement provisions for the Republic of Korea (ROK) into this Contract.

B. The following paragraphs are hereby added to Part C-1-1:

**(aa) INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE  
STATUS: REPUBLIC OF KOREA (ROK)**

1. Invited contractor or technical representative status under the U.S.-ROK Status of Forces Agreement (SOFA) is subject to the written approval of HQ US Forces Korea (USFK), Assistant Chief of Staff (AcofS) Acquisition Management.

2. The contracting officer will coordinate with HQ USFK, AcofS, Acquisition Management, in accordance with DFARS, subpart 225.801 and USFA Regulation 700-19. The AcofS, Acquisition Management, will determine the appropriate contractor status under the SOFA and notify the contracting officer of the determination.

3. Subject to the above approval, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S.-ROK SOFA, and implemented per USFK Regulation 700-19, subject to the conditions and limitations imposed by the SOFA and this regulation. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and provided the invited contractor or technical representative status is not withdrawn by USFK. It is the responsibility of the Contracting Officer issuing the order to negotiate any SOFA privileges and compensation for those privileges between the Government and Contractor.

4. The contractor officials and employees performing under this contract collectively and separately warrant that they are not now performing, nor will perform during the period of this contract, any contract services or otherwise engage in business activities in the ROK other than those pertaining to the U.S. armed forces.

5. During performance of the work in the ROK required by this contract, the contractor will be governed by USFK regulations pertaining to the direct hiring and the personnel administration of Korean National employees.

6. The authorities of the ROK will have the right to exercise jurisdiction over invited contractors and technical representatives, including officials and employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, U.S.-ROK SOFA, and related Agreed Minutes and Understandings on Implementation. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as

soon as possible. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.

7. Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and responsible officer on all matters pertaining to logistic support. In particular, contractors will provide prompt and accurate reporting of changes in employee status as required by this regulation to the assigned sponsoring agency. Except for contractor air crews flying Military Airlift Command missions, all U.S. contractors performing work on United States Air Force classified contracts will report to the nearest Security Police Information Security Section for the geographical area where the contract is to be performed.

8. Invited contractor and technical representative status will be withdrawn by USFK on—

- (1) Completion or termination of the contract
- (2) Proof that the contractor or employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Proof that the contractor or employees are engaged in practices illegal in the ROK or are violating USFK regulations.

9. It is agreed that the withdrawal of the invited contractor or technical representative status or any of the privileges associated herewith by the U.S. Government, will not constitute grounds for excusable delay by the contractor in the performance of the contract, nor will it justify or excuse the contractor defaulting the performance of this contract; and such withdrawal will not serve as a basis for the filing of any claims against the U.S. Government if the withdrawal is made for the reasons stated in subparagraph aa above. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U.S. Government. The determination to withdraw SOFA status and privileges by USFK shall be final and binding on the parties unless it is patently arbitrary, capricious, and lacking in good faith.

**(ab) Technical Representative SOFA benefits (ROK ONLY).** Article I of the SOFA 14<sup>th</sup> Joint Committee Meeting allows USFK to provide benefits to technical representatives. The following benefits are conferred under this contract to those designated as technical representatives:

1. Access to and movement between U.S. armed forces facilities and areas as provided for in Article X, Access of Vessels and Aircraft.

2. Entry into the ROK as provided for in Article VIII, Entry and Exit.
3. Exemption from customs duties and other such charges as provided for in Article IX, Customs and Duties.
4. Use of nonappropriated fund organizations as provided for in Article XIII, Nonappropriated Fund Organizations.
5. Exemption from foreign exchange controls as provided for in Article XVIII, Foreign Exchange Controls.
6. Use of military banking facilities as provided for in Article XIX, Military Payment Certificates.
7. Use of military post offices as provided for in Article XX, Military Post Offices.
8. Use of utilities and services as provided for in Article VI, Utilities and Services.
9. Exemption from the laws and regulations of the ROK with respect to terms and conditions of employment as provided for in Article XVII, Labor. (However, contractors that directly hire Korean Nationals must comply with USFK Reg 690-1, and other applicable USFK regulations concerning the employment of Korean Nationals.)
10. Exemption from ROK taxes as provided for in Article XIV, Taxation.
11. Although subject to ROK criminal jurisdiction, contractor personnel shall be granted the protections as provided for in Article XXII, Criminal Jurisdiction.
12. Licensing and registration of privately owned vehicles as provided for in Article XXIV, Vehicle and Driver's Licenses.

**(ac) LOGISTIC SUPPORT (ROK ONLY)**

a. Logistic support, corporate and individual, may be provided to USFK invited contractors and technical representatives only in accordance with the U.S. ROK SOFA, USFK regulations, subject to availability, and on a reimbursable basis. Based upon eligibility, individuals may be provided the below listed logistic support based on Individually Sponsored Status (unless specifically excluded by the terms of the contract).

- (1) SOFA status for contractor employee (excludes employee's dependents).
- (2) Duty-free importation privileges in accordance with SOFA and USFK regulations.
- (3) DD Form 1173 (Uniformed Services Identification and Privilege Card).
- (4) USFK Form 73 (USFK Ration Control Plate) family size – one (for employee only).
- (5) PX or BX privileges family size—one.
- (6) Commissary privileges (only authorized if contractor employee is going to be in the ROK for more than 60 days; family size—one).
- (7) Class VI store privileges (family size—one).
- (8) Purchase of gasoline and Petroleum, Oil, and Lubricants (POL) products at PX or BX facilities.
- (9) Military postal service privileges for personal mail only (Army post office and fleet post office).
- (10) Military banking and credit union privileges.
- (11) Motor vehicle operator's permit.
- (12) Registration of one privately owned vehicle per family.
- (13) Registration of pets and firearms.
- (14) Medical services on a reimbursable basis.
- (15) Dental services for emergency care only on a reimbursable basis.
- (16) Mortuary services on a reimbursable basis.

To be individually sponsored for ration control purposes, the contractor employee must be in a paid status of 30 hours or more per week on this contract, and be other than local hire AND perform in ROK less than 1 year . If paid status is 29 or less hours per week on this contract, no support will be authorized.

No support for dependents is authorized.

Local hire is defined as a U.S. or third-country national employee who is ordinarily resident in the U.S. but was hired in the ROK and has no transportation agreement with the employer.

b. Corporation Logistic Support. USFK may provide logistic support to corporations that have been designated as invited contractors or technical representatives by HQ USFK, AcofS, Acquisition as follows:

(1) SOFA status exemptions. (See paragraph entitled "Technical Representative SOFA benefits (ROK ONLY), above).

(2) Use of postal facilities for corporate mail is not authorized.

All other corporate logistic support (fuel purchases and registration of company-owned vehicles authorized) must be coordinated between the contracting office and the USFK sponsoring agency and approved by the USFK sponsoring agency before contract performance in ROK.

C. Change Part C-1-1, paragraph (u) 9 as follows:

The Contract Specialist's e-mail address is:  
rmccun@hoffman-issaa2.army.mil

The Product Manager's e-mail address is:  
Ann.Scotti@peostamis.belvoir.army.mil

D. Part C-1-1, is hereby replaced in its entirety.

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: Blue  
Changed lines; Mark: Right border, Color: Auto

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