

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00037	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable) RFID
6. ISSUED BY US Army CECOM Acquisition Center- Washington ATTN: AMSEL-AC-WA-C (Richard McCunney) (703) 325-3303 2461 Eisenhower Avenue Alexandria, Virginia 22331-0700 e-mail: richard.mccunney@cacw.army.mil		7. ADMINISTERED BY (if other than Item 6) DCMC San Francisco DCMDW-GFOC 1265 Borregas Avenue Sunnyvale, California 94089-1308	CODE S0507A

8. NAME AND ADDRESS OF CONTRACTOR SAVI Technology 615 Tasman Drive Sunnyvale, California 94089	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. DAAB07-97-D-V007
	10B. DATED (SEE ITEM 13) 8 August 1997
CODE 0J463	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 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.

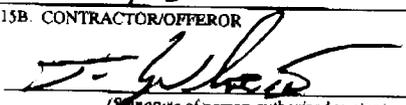
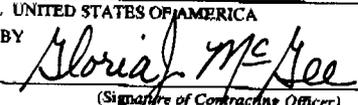
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c), Contract Terms and Conditions Commercial Items - 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 pages 2 through 5.

Except as provided herein, all terms and conditions of the document referenced to Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CAREY WHITE CFO	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  (Signature of person authorized to sign)	15C. DATE SIGNED 11/28/01
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 29 Nov 2001

A. The purpose of this modification is to Incorporate Savi Technology Inc.'s Contract Change Proposal 27.

B. Part B-1 is hereby modified to delete CLINs 5025 through 5034 and CLINs 5042 through 5051.

C. Part D-1, RFID SPECIFICATION AND STATEMENT OF WORK, is hereby modified as follows:

FROM:

3.1 DEFINITION OF TERMS.

Tracking Number — A number assigned by the Contractor and furnished to the RFID user to assist in quickly ascertaining the status of components returned for warranty or maintenance service.

TO:

3.1 DEFINITION OF TERMS.

Tracking Number — A number assigned by the Contractor and furnished to the RFID user to assist in quickly ascertaining the status of components returned for warranty service.

FROM:

4. RFID REQUIREMENTS.

The Contractor shall provide all necessary RFID hardware, software, cables, connectors, peripherals, maintenance, training, technical services, and documentation to operate and maintain the RFID configuration as stated in this Specification, and as defined in the paragraph entitled "INTEGRATED TRANSPONDER-INTERROGATOR CONFIGURATION".

TO:

4. RFID REQUIREMENTS.

The Contractor shall provide all necessary RFID hardware, software, cables, connectors, peripherals, training, technical services, and documentation to operate and maintain the RFID configuration as stated in this Specification, and as defined in the paragraph entitled "INTEGRATED TRANSPONDER-INTERROGATOR CONFIGURATION".

FROM:

5. RFID PROJECT PROGRESS REVIEWS (PPRs).

During each review, the Contractor shall present material that addresses the status of current technological substitution and, the status of Task Orders, Delivery Orders received and processed (listed by ordering Agency), Maintenance and Warranty actions, significant trends (component reliability, safety issues, etc.), problems and recommended solutions, and other significant activities.

TO:

5. RFID PROJECT PROGRESS REVIEWS (PPRs).

During each review, the Contractor shall present material that addresses the status of current technological substitution and, the status of Task Orders, Delivery Orders received and processed (listed by ordering Agency), Warranty actions, significant trends (component reliability, safety issues, etc.), problems and recommended solutions, and other significant activities.

FROM:

6. ORDERING GUIDE.

The Ordering Guide shall provide a complete list, with description of salient features and prices of all hardware, software, cables, documentation, maintenance, training, and technical services provided.

TO:

6. ORDERING GUIDE.

The Ordering Guide shall provide a complete list, with description of salient features and prices of all hardware, software, cables, documentation, training, and technical services provided.

ADD AS THE THIRD SENTENCE OF THE FOLLOWING PARAGRAPH:

8. WARRANTY

The following CLINs shall be warrantied until August 31, 2002, or for three years after delivery, whichever is later: X001AA, X001AB, X001DD, X001EA (SR-410GR-021), X001EB (SR-410GR-041), X001EC, X001ED, X001EE, X001EG, X002AA, X002AB, X002AE, X003AA, X003AB, X003FA, X003GA, X005AA, X005AB, X006AA, X006AB, X006AF, X007AA, X007AB, X008AA, X008AB, X008AE, X008BB, X015AA, X015AB, X015AC, X015AD, X015AE, X015BA, X015BB, X015BC, X015BD, X015BE, X017AA, X017AB, X017AC, X017AD & X017AE.

ADD TO THE END OF THE FOLLOWING PARAGRAPH:

8.1 WARRANTY TURN-AROUND TIME.

In the event a same serial number component requested by the user cannot be repaired, the Contractor shall notify the Government user within three working days after receipt of the component at the Contractor's facility. The Government user will provide the Contractor with disposition instructions for unrepairable RFID components.

ADD TO THE END OF THE FOLLOWING PARAGRAPH:

8.2 COMPONENT RETURN AND TRACKING.

The Government will provide the Contractor with any unusual transportation instructions.

ADD THE FOLLOWING PARAGRAPH:

8.4 PACKAGING.

The Government may use a Transit Case to ship an RFID component or components to the Contractor for maintenance. When this occurs, the Contractor shall return serviced RFID components to the user in the same Transit Case in which the components were received.

ADD THE FOLLOWING PARAGRAPH:

8.5 MONTHLY EQUIPMENT SERVICE REPORT.

The Contractor shall provide the Product Manager (PM) with a consolidated Monthly Equipment Service Report (MESR). The initial MESR shall be submitted via letter of transmittal covering the month the first RFID component is received by the Contractor for maintenance, and shall be provided within 14 calendar days after the end of each month. The MESR shall be submitted to the Product Manager via email. These documents shall be provided in Microsoft Office product formats. The MESR shall include a separate line item description for each RFID component service incident and, as a minimum, shall include the following data:

- a. Date of receipt of the RFID component.
- b. Identity of the Government user, and point-of-contact and location of the Government site requiring maintenance; Federal Agency (that is, Army, Navy, DLA, etc.); Contractor-assigned tracking number; and, the location of the Maintenance repair facility providing the service.
- c. Nomenclature; National Stock Number (if available); Part Number; CLIN; and, Serial Number.
- d. Quantity of each type of component repaired under Tracking Number.
- e. Date component was sent back to the user and carrier, or date picked up by the user.
- f. Remarks section providing a brief, non-technical description of Equipment Problem(s) Identified; Repair Action Accomplished; Parts Replaced; Serial Number(s) of Replacement

RFID Components (if the RFID Component was replaced by the Contractor); or, No Evidence Of Failure.

g. Roll-up summary of individual component failure totals in previous months in the calendar year for trend analysis.

DELETE AND RESERVE PARAGRAPH 9 AND ALL ITS SUBPARAGRAPHS

FROM:

10. HELP DESK.

This service shall include, as a minimum, dissemination of the necessary Contractor addresses and a tracking number for Government return of components for Warranty and Maintenance service.

TO:

10. HELP DESK.

This service shall include, as a minimum, dissemination of the necessary Contractor addresses and a tracking number for Government return of components for Warranty.

NOTE: Only the effected sentence of the above specification paragraphs are listed.

D. The following contract Parts are replaced in their entirety:

Part B-1, Option Year 5
Part B-1, Attachment
Part D-1

Changes in Microsoft Excel are denoted by a bar (l) 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

E. As a result of this modification, the amount of contract obligation remains the same.