AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	25

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00005	22-Aug-2011	EIAIT7KQYTJ050A	

6. ISSUED BY CODE W91QUZ

ARMY CONTRACTING COMMAND-NCR
200 STOVALL STREET
ALEXANDRIA VA 22332-1800

7. ADMINISTERED BY (If other than item 6) CODE S2404A

DCMA VIRGINIA
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

CODE PLUS INC
JINAN ABOUSHAKRA
2750 PROSPERITY AVE STE 230
FAIRFAX VA 22031-4376

CODE 1WHD6 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-08-D-0032
X	10B. DATED (SEE ITEM 13) 30-Sep-2008

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 Offer ☐ is extended, ☐ is not extended.

Offer 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 _____ copies 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)

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:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3), FAR 52.212-4(c)

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.)
Modification Control Number: testra112199

a. The purpose of this modification is to change the ordering procedures in Part C-1-1(i) to reflect the increase of incidental materials for CLIN 0065.

b. Update the SAP (Simplified Acquisition Dollar Threshold).

c. Update changes to Ombudsman Point of Contact information.

d. All other contract terms and conditions remain unchanged.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ALYSSA A. MURRAY / CONTRACTING OFFICER TEL: 703-325-5516 EMAIL: alyssa.murray@us.army.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Alyssa A. Murray (Signature of Contracting Officer)	16C. DATE SIGNED 22-Aug-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
PART C-1-1

PART C-1-1

ADDENDUM TO FAR CLAUSE 52.212-4
SPECIAL PROVISIONS

TABLE OF CONTENTS

PARAGRAPH NO.	PARAGRAPH TITLE
(a)	Contractor's Proposal
(b)	Notice To Proceed
(c)	Contract Life
(d)	Type of Contract
(e)	Contract Minimum and Maximum Amount
(f)	Delivery Requirements
(g)	Ordering Period
(h)	Delivery Orders/ Task Orders/Governmentwide Commercial Purchase Card Orders
(i)	Ordering Procedures for Orders Exceeding $3,000
(j)	Ordering of Non-Incendive Hand-Held Readers, Global Multi-Protocol Fixed Readers, Global Multi-Protocol Hand-Held Readers, and Printers
(k)	Task Order – Technical Engineering Services (TES)
(l)	Incidental Materials
(m)	Use of Governmentwide Commercial Purchase Card
(n)	Government Contractors' Use of Contract
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(q)	Contract Change Proposal (CCP) Response Time
(r)	Only New Equipment
(s)	Reconditioned Components
(t)	Insurance
(u)	Commercial Software Licenses
(v)	Maintenance
(w)	Separately Orderable Maintenance Replacement Items
(x)	Continued Performance During Support of Crisis Situations, Contingency or Exercise
(y)	Notice: Year 2000 Provisions (Commercial Items)
(z)	Mandatory Use Of Contractor To Government Electronic Mail
(aa)	Mandatory Use of Government to Government Electronic Mail Date
(ab)	Past Performance Input from field Activities
(ac)	INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)
(ad)	Technical Representative SOFA benefits (ROK ONLY)

(ae) Logistic Support (ROK Only)
(af) Monthly Report
(ag) Expedited Delivery
(ah) Reserved
(ai) Clauses Incorporated by Reference
(aj) Posting of Contract

(a) Contractor's Proposal. The Contractor's Proposal dated (TBD) as amended, is hereby incorporated into the contract.

(b) Notice To Proceed. The Contractor shall take no actions on this contract, or incur any costs, without the Contracting Officer's official written notice to proceed. It is anticipated that this notice to proceed will generally be issued when the Contracting Officer determines that there is no threat of protest. The base year of this contract shall begin as specified in the notice to proceed. It is anticipated that performance will not begin prior to July 2008.

(c) Contract Life. The total contract life, subject to exercise of FAR Clause 52.217-9, Option to Extend the Term of the Contract, is 72 months from the date specified in the written notice to proceed. The contract includes a three-year base period, with one three-year option. The following is the breakout for the base period and the option period.

Base Period: 6 October 2008 through 5 October 2011.
Option Period: 6 October 2011 through 5 October 2014.

(d) Type of Contract. This is an indefinite-delivery/indefinite-quantity (ID/IQ) contract with firm-fixed-price (FFP) contract line item numbers (CLINs).

(e) Contract Minimum and Maximum Amount. The guaranteed minimum amount of this contract is $20,000. The maximum amount of $75,500,000 applies to all the Passive Radio Frequency Identification (pRFID) contracts (i.e., all contracts awarded against RFP W91QUZ-08-R-0036). The aggregate amount of all delivery orders, task orders, and Governmentwide commercial purchase card (hereinafter referred to as “purchase card”) orders placed against all pRFID contracts shall not exceed $75,500,000.

(f) Delivery Requirements. The Contractor shall start accepting orders within 10 days from the date of the written notice to proceed. If an order contains only hardware and software, the Contractor shall tender items for inspection and acceptance by DCMA. The Contractor shall deliver hardware and software items to the destination specified in the order within 45 days after date of order for all orders (SF 1449). In the event a Certificate of Conformance is authorized for use, the Contractor shall deliver hardware and software items to the destination specified in the order within 45 days after the date of the order. However, see FAR Clause 52.211-15, Defense Priority and Allocation Requirements, under the heading "Clauses Incorporated by Reference". The Contracting Officer issuing the order may arrange for a longer delivery period. Additionally, the Contracting Officer may order expedited delivery of items, in which case, the Contractor shall deliver the items in accordance with the paragraph entitled “Expedited Delivery” in this Part. Partial delivery is authorized, unless specified otherwise on the Delivery Order. The period of performance shall be stated on each order for Technical Engineering Services (TES), Training Services, and Maintenance Services. Orders shall be mailed or notice of award furnished to Contractor no later than date of order (FAR 11.403). All delivery and performance schedules include the three-day Contractor review time for acceptance or rejection of orders.

(g) Ordering Period. All ordering after the Base Period is subject to the Government's Option to Extend the Term of the Contract. Also, any period during which there is a suspension of performance as a result of a bid protest shall not constitute part of the Ordering Period.

1. Hardware, software, documentation, consumables, training, and TES may be ordered for 36 months from the date specified in the written notice to proceed.

2. Maintenance may be ordered from the date the warranty expires through the remaining life of the contract.

(h) Delivery Orders/ Task Orders/Governmentwide Commercial Purchase Card Orders.

1. Ordering will be decentralized using the procedures set forth in paragraph entitled "Ordering Procedures for Orders Exceeding $3,000" in this Part. Orders may be placed by any authorized Contracting Officer or purchase card holder supporting the Department of Defense, the United States Coast Guard (CG), North Atlantic Treaty Organization (NATO), Coalition Partners, other Foreign Military Sales (FMS), and other Federal agencies. Ordering Contracting Officers and purchase card holders are empowered to place orders in accordance with the terms and conditions of the contract, the Federal Acquisition Regulation (FAR) and applicable supplements, and their own agency procedures. Any request for deviation from the terms of this contract must be submitted to the PCO, who will be identified under separate cover.

2. All delivery orders, purchase card orders, and task orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order.

3. All requirements under this contract will be ordered by issuance of an SF 1449, purchase card form, or other authorized form.

4. In addition to any other data that may be called for in the contract, the following information shall be specified in each order as applicable:

(A) Date of order

(B) Contract and order number (Note: Delivery order numbering shall be in accordance with DFARS 204.7004 – Only the issuing office (NCRCC) is authorized to use the numbers 0001-9999).

(C) Point of contact (name), commercial telephone and facsimile number, and e-mail address

(D) Ordering Contracting Officer's commercial telephone number and e-mail address

(E) Description of the supplies to be provided, quantity, and unit price (TO INCLUDE THE CONTRACT LINE ITEM NUMBER (CLIN) AND/OR SUBCONTRACT LINE ITEM NUMBER (SLIN) FROM Schedule of Supplies/Services. Defense Financing and Accounting Service (DFAS) requires the CLIN/SLIN numbers to be reflected on the SF 1449s (or purchase card form) in order to do initial entry of orders into their automated payment system. When the Contractor submits a request for payment, DFAS will compare the request for payment of CLIN/SLINs with the order CLIN/SLINs. Use of item numbers in Block 19 on the SF 1449 and not CLIN/SLIN numbers will result in payment delays and excessive administrative costs to both the Contractor and the Government).

(F) Delivery date for supplies and performance period for services (see Delivery Requirements, Part C-1-1).

(G) Address of place of delivery or performance to include consignee.

(H) Packaging, packing, and shipping instructions, if any.

(I) Accounting and appropriation data and Contract Accounting Classification Reference Number (ACRN). (DFAS requires an ACRN(s) on all orders.)

(J) Invoice and payment instructions to the extent not covered by the contract.

(K) Orders for known Foreign Military Sales requirements shall clearly be marked "FMS requirement" on the face of the order, along with the FMS customer and the case identifier code.

(L) If an Army order, a completed copy of the Army Electronic Invoicing Instructions contained in this Part).

(M) Any other pertinent information.

5. Each delivery order and task order issued under this contract via appropriate form in compliance with FAR 12.204 shall be forwarded to the appropriate Service/Agency Centralized Order Processing Office (COPO) for verification and validation. All U.S. Marine Corps purchase card orders for $25,000 or more shall be submitted to the appropriate COPO for verification and validation. All other Service/Agency purchase card orders shall be processed in accordance with the Service/Agency procedures**. Purchase card orders are required to follow procedures stated in the paragraph "Ordering Procedures for Orders Exceeding $3,000" in this Part C-1-1.**

6. All orders, except purchase card orders, requested by the Army, Coast Guard, and, other Federal Agencies shall be submitted to the Product Manager, Joint-Automatic Identification Technology (PM J-AIT) COPO for the assignment of a unique control number (UCN). Other Services should submit each order to their individual Service COPO for the assignment of a UCN for tracking purposes only. Government contractors authorized to use the contract (in accordance with the procedures set forth in paragraph (n), Government Contractors' Use of Contract) are not required to submit the order to a COPO for verification and validation or assignment of a UCN.

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

8. Issuance of an order shall be defined as the date order is awarded (see also paragraph entitled "Delivery Requirements" in this Part).

(i) Ordering Procedures for Orders Exceeding $3,000.

1. In accordance with FAR 16.505(b) for all orders exceeding $3,000, but not exceeding $150,000 ~~100,000~~, the Ordering Contracting Officer shall give every pRFID Contractor a fair opportunity to be considered for a delivery or task order unless one of the exceptions to fair opportunity applies (see paragraph 3 below). All of the pRFID contracts can be viewed at: http://www.eis.army.mil/ait/Contracts/passive.rfid/prfid.asp. The Ordering Contracting Officer must document his/her rationale if applying one of the exceptions to fair opportunity; no special format is required.

2. All orders exceeding $150.000 ~~100,000~~ for DoD shall be placed on a competitive basis in accordance with FAR 16.505 and DFARS 216.505-70(c) unless a written waiver is obtained, using the limited sources justification and approval format in FAR 8.405-6. This competitive basis requirement applies to all orders issued by or on behalf of DoD. Orders for non-DoD agencies shall comply with the specific agency's procedures. The requirement to place orders on a competitive basis is met only if the Ordering Contracting Officer:

(a) Provides a notice of intent to purchase to all pRFID Contractors, including a description of any supplies to be delivered and any services to be performed, and the basis upon which the Ordering Contracting Officer will make the selection; and

(b) Affords all pRFID Contractors responding to the notice a fair opportunity to submit an offer and to be fairly considered.

3. The applicable exemptions to the fair opportunity (FAR 16.505 (b)(2)) and competitive-basis requirements set forth in the preceding paragraphs are:

(a) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

(b) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(c) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

4. Unless one of the exemptions in paragraph 3 applies, the Ordering Contracting Officer will initiate the order process as follows to satisfy the aforementioned fair opportunity and competitive basis requirements:

(a) For orders with values exceeding $3,000, but not exceeding $150,000 ~~100,000~~: The Ordering Contracting Officer must provide all pRFID Contractors a fair opportunity to be considered. However, the Ordering Contracting Officer need not contact each of the pRFID Contractors if there is information available to ensure each Contractor is provided a fair opportunity to be considered. The Ordering Contracting Officer may exercise any method of order placement procedures that satisfies the requirements of FAR 16.505(b)(1). For example, if an order is for FFP CLINs/SLINs only and the selection decision will be based on price alone, the Ordering Contracting Officer could satisfy the fair opportunity requirement by considering each Contractor's total price for the required items using the applicable contract prices and issue an order to the lowest priced Contractor. However, if the order contains TES the Ordering Contracting Officer must issue a proposal request to the pRFID Contractors (reference the paragraph entitled "Task Order – Technical Engineering Services (TES)" of this Part).

(b) For orders exceeding $150,000 ~~100,000~~: The Ordering Contracting Officer will issue a proposal request to all pRFID Contractors, which includes a description of any supplies to be delivered and any services to be performed, and the source selection criteria. If the order contains TES, the proposal request shall include a Statement of Objectives (SOO), a Performance Work Statement (PWS) or a Statement of Requirements (SOR), depending on the nature and complexity of the requirement.

5. Price must be considered in every selection decision. Additional selection criteria for the orders may consist of, but not be limited to, such factors and/or subfactors as: Technical, Management, Past Performance, and/or Small Business Participation.

6. The pRFID Contractors are encouraged to respond to all proposal requests by the specified submission date. The Contractors' proposal shall contain sufficient detail to permit the Government to evaluate the proposal, in accordance with the stated evaluation criteria. If the proposal is for TES, the proposal shall comply with the requirements identified at the paragraph entitled "Task Order – Technical Engineering Services (TES)" of this Part. At the discretion of the Contracting Officer, the Government reserves the right to require all Contractors to respond to any particular proposal request.

7. The Contractor is responsible for all bid and proposal costs incurred in performance of the contract.

8. Performance under orders shall commence only after the receipt of an executed order via facsimile or e-mail, signed by the Ordering Contracting Officer. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed orders.

9. The Government reserves the right to withdraw and cancel an order at any time prior to execution if issues pertaining to the proposed order arise that cannot be satisfactorily resolved. The Ordering Contracting Officer's decision on each order shall be final and shall not be subject to protest under FAR Subpart 33.1, Protest, except for a protest that the order increases the scope, period, or maximum value of the contract, or a protest of an order valued over $10,000,000. The Army Contracting Command ~~Agency~~, National Captital Region ~~NCRCC~~ Ombudsman will review complaints from the pRFID Contractors and ensure that all Contractors are afforded a fair opportunity to be considered for each order, consistent with the procedures in this contract. The designated Ombudsman is:

Stephen J. Carrano
Army Contracting Command
National Capital Region ~~NCRCC~~
ATTN: ACC-NCR~~CCNC-IT~~

200 Stovall Street, hoffman II~~2461 Eisenhower Avenue, Room 984~~
Alexandria, VA 2233~~21~~-0001 ~~1700~~
Phone: (703) 325-3620 ~~9490~~
E-mail: stephen.carrano@us.army.mil

10. The Government may unilaterally change these ordering procedures at any time and at its sole discretion.

(j) Ordering of Non-Incendive Hand-Held Readers, Global Multi-Protocol Fixed Readers, Global Multi-Protocol Hand-Held Readers, and Printers

(1) The Government reserves the right to compete orders for SLINs 0002AA, Non-Incendive 902-928MHz Passive RFID EPC Class 1, Gen 2, Multi-Protocol Hand-Held Reader with Software and Documentation, and associated items with the requirements in Part D, paragraph "Hazardous Environment" beginning 91 days after the Notice to Proceed. SLIN 0002AA will not be competed during the first 90 days following the Notice to Proceed.

(2) The items listed below are not currently included in Part B-2, Master CLIN/SLIN Listing. The contractor shall provide these items one year after the Notice to Proceed. The contractor shall take all necessary steps to establish a SLIN for ordering each of these items prior to the expiration of this one-year period. The Government reserves the right to compete orders beginning 366 days following the Notice to Proceed among contractors that are in compliance with the contract.

(i) Passive RFID EPC Class 1, Gen 2, Multi-Protocol Fixed Reader (Part D, paragraph 4.1.1.1)

(ii) Passive RFID EPC Class 1, Gen 2, Multi-Protocol Hand-Held Reader (Part D, paragraph 4.1.1.2) and capable of charge operations without removal from pRFID equipment (Part D, paragraph 3.7.3.)

(iii) Passive RFID EPC Class 1, Gen 2, Enabled Bar Code Label Printer (Part D, paragraph 4.1.1.4)

(k) Task Order – Technical Engineering Services (TES).

1. Upon receipt of proposal request for TES, which includes a description of the tasks; the Contractor shall submit a price proposal as soon as possible, but not more than fifteen workdays after receipt of the request unless so agreed to by the Ordering Contracting Officer. 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 (see paragraph "Incidental Materials" in this Part) and;

(E) Proposed price for Travel with a breakout of airfare(s), per diem, rental car(s), and any other travel-related expenses.

(F) For turnkey proposals only:

(i) Proposed pRFID hardware and software CLINs/SLINs required for the proposed solution, and

(ii) Any required Government-furnished AIT and Active RFID hardware and software and the associated logistical requirements (e.g., locations and dates for the Government to furnish the items).

2. The Government will negotiate a total firm-fixed price for the effort, excluding incidental materials. This firm-fixed price will include all labor, travel, and per diem required to complete the effort and will be included in the task order at CLIN 0060. If applicable, the Government will negotiate a separate firm-fixed price for the incidental materials, which will be included in the task order at CLIN 0065. The incidental materials will be consistent with paragraph entitled "Incidental Materials" in this Part.

3. Travel and per diem shall be consistent with the then current rates, requirements, and limitations applicable to Government personnel in the Federal Joint Travel Regulations or other applicable regulation.

(l) Incidental Materials. Incidental Materials shall only include those items/materials necessary to complete the installation service ordered in accordance with the paragraph entitled "Task Order – Technical Engineering Services (TES)" in this part. The price for the items/materials shall be negotiated on a firm-fixed price basis for each task order, if required (reference paragraph entitled "Task Order – Technical Engineering Services" in this Part). The total negotiated price for incidental materials for each task order shall not exceed $100,000~~50,000~~.

(m) Use of Governmentwide Commercial Purchase Card. The following describes the procedures to be used for ordering items under this contract by using a purchase card. This option to order by use of the purchase card is strictly an alternative method of ordering by the Government and may be used in place of ordering by other order forms that comply with FAR 12.204. The Government reserves the right to unilaterally terminate the use of the purchase card at any time.

1. All ordering offices may use the purchase card as an alternative method of ordering and paying for purchases made under this contract. Purchase card orders are subject to all terms and conditions of this contract, unless otherwise stated in this provision or another provision in this contract. **Purchase card orders that exceed $3,000 in value are required to follow procedures stated in the paragraph "Ordering Procedures for Orders Exceeding $3,000" in this Part C-1-1.**

2. The purchase card is specifically designed for use by the Federal Government. The purchase card is like a typical commercial credit card. However, the authorization limitations of the purchase card are more specific, i.e., only for a particular contract, monthly limitations, certain categories of products or services, etc. The purchase card will be exclusively used for official Government purchases in accordance with the prices, terms, and conditions of this contract. With respect to ordering authority, any authorized user of this contract who is an appointed, recognized Governmentwide Purchase Card holder may use the purchase card as a means of purchasing items on this contract. For purchase card orders only, this waives the requirement for use of other forms that comply with FAR 12.204. All appointed, recognized Governmentwide Purchase Card holders are subject to and responsible for complying with all the rules, regulations, and limits that come with his/her purchase card.

3. Limits for the purchase card are dictated by each using activity major command. These limits for the purchase card are the responsibility of the purchase card holder and the approving office.

4. The Contractor shall accept firm-fixed-price purchase card orders under the contract made by use of an authorized purchase card.

5. For purchase card orders only, the warranty begins on the day the order is shipped.

(n) Government Contractors' Use of Contract.

1. If it is in the Government's interest, and if supplies or services required in the performance of a Government contract are available under this contract, Government contracting officers may authorize Contractors to order items or services from the contract under the authority and procedures set out in FAR Part 51, including placing limitations on the orders (51.102(e)(4)). However, Government contracting officers shall not grant such

authorization without the prior approval of the PCO. Before issuing an order, the Government Contractor shall forward the order through the Government contracting officer granting the authorization and the PCO for this contract. General guidance on submitting requests for the PCO's approval for a Government Contractor to place an order against the contract can be found at: (http://www.eis.army.mil/ait/Contracts/passive.rfid/prfid.asp)

2. Title to all property acquired by a Government Contractor under such an authorization shall vest in the Government unless otherwise specified in the Government Contractor's contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization. Authorized ordering Contractors may use their standard commercial ordering formats to place orders under this contract and the orders shall reference the Contract Number.

3. Contractors ordering items or services from the contract shall comply with the requirements of the paragraphs entitled "Delivery Orders/Task Orders/Governmentwide Commercial Purchase Card Orders" and "Ordering Procedures for Orders Exceeding $3,000" in this Part C-1-1.

(o) Post Award Conference. The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

(p) Current Technology Substitutions and Additions.

1. Changes within the general scope of the contract may be proposed for the purpose of substitutions, or additions to assure that state-of-the-art, commercial items are readily available for ordering under this contract.

(A) Product substitutions are replacements of CLIN list items that have been officially announced as either out of production or no longer supported by the original equipment manufacturer (OEM). Substituted items shall be at the same or greater performance for the same or lesser price of the CLIN List items being replaced. Substitutions are not subject to price increases.

(B) Additions provide for new functionality not available on contract that can be determined to be within the general scope of the contract. A new CLIN or Sub-line Item Number (SLIN) will be added to the contract for the addition of the new item. Prices will be negotiated.

2. The offer of product substitution or addition shall include information sufficient to determine that the proposal satisfies the terms and conditions of the contract and, in particular, this provision. The proposal shall, as a minimum, include the following information:

(A) A comparative description, in detail, of the difference between the existing contract item and the proposed product substitution and a specific analysis of the comparative advantages and disadvantages of each. For additions, the proposal shall provide a complete description of the new item and a correlative analysis of how the new item will benefit the Government.

(B) Specific items contained in the Contract that are proposed to be changed if the proposal is accepted (e.g., if new equipment is offered to replace currently installed, will the old be exchanged for the new, and on what basis).

(C) A statement as to how the changes will affect performance, costs, etc., if accepted, and an item-by-item summary of any "street pricing" of the items including a reference to the source of the "street price" and GSA Schedule pricing, if any, to include GSA Schedule Number. The Contractor may be required to provide a minimum of three competitive quotes.

(D) If applicable, an evaluation of the effects the change would have on Life Cycle Costs such as Government Furnished Property (GFP), maintenance, personnel, site modification, and energy.

(E) An analysis of a timeframe in which the change should be instituted so as to obtain maximum benefit to the Government for the remainder of the Contract.

3. It is the Contractor's responsibility to manage and propose substitutions, and additions in a timely manner allowing sufficient time for government approval (review times will vary depending upon the complexity and newness of the item) and to provide, without a lapse in availability, Government approved products throughout the entire ordering period of the contract. The Contractor shall not be reimbursed the cost associated with the preparation of a proposal for the technology changes described above. The decision as to the acceptability of such a proposal shall be at the sole and exclusive discretion of the Contracting Officer and is not subject to the Disputes clause of this Contract.

(q) Contract Change Proposal (CCP) Response Time. If the Government issues a Request for Proposal (RFP) for a technology change or any other type of change to the contract in accordance with C-1(c), the Contractor shall submit a CCP within 20 calendar days of RFP date, unless the RFP specifies a later RFP due date. Regardless of which party initiates a proposed contract change, should the Government request supplemental information to analyze the Contractor's proposal, the Contractor shall provide the additional information within 7 calendar days of the request, unless the Government's request specifies a later due date.

(r) Only New Equipment. Only new equipment shall be delivered under this contract. The Contracting Officer will not grant approval for used equipment.

(s) Reconditioned Components. All equipment provided by the Contractor under this Contract may not be used or reconditioned; however components of such equipment may be reconditioned provided such components are drawn from stockage which does not differentiate between new and reconditioned components.

(t) Insurance. In accordance with the clause "Insurance - Work on a Government Installation (Jan 1997)(FAR 52.228.5)" and this schedule, the Contractor shall acquire and maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts set forth below:

1. Workman's Compensation and Employer's Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, an amount of $100,000 shall be required and maintained.

2. General Liability Insurance: Bodily injury liability in the minimum amount of $500,000 per occurrence.

3. Automobile Liability Insurance in the amount of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

(u) Commercial Software Licenses.

1. Commercial Software and commercial 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's subparagraphs 1 through 6 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.

3. The license shall be in the name of the U.S. Government.

4. The license shall be perpetual (also referred to as a nonexclusive, paid-up, world-wide license.

5. Software and Software documentation shall be provided with license rights no less than rights provided with the software and the software documentation when sold to the public.

6. The license shall apply to any software changes or new releases.

7. Notwithstanding the foregoing, the Government's rights to software developed per the Statement of Work, Part D, Paragraph 11.1.5, Software Development Services, shall be governed by DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

(v) Maintenance.

1. Special Funding of Per Incident Maintenance.

(a) The Contracting Officer may issue a task order, which funds per incident maintenance, including the on-call maintenance Outside the Official Hours of Operation or the charge for warranty service Outside the Official Hours of Operation for up to one year. The task order shall state the users or activities that may request per incident maintenance under the order. The user or activity shall identify the applicable task order number when it requests on-call per incident maintenance or mail-in/carry-in per incident maintenance.

(b) The Contractor shall submit an invoice for payment against the task order only for per incident maintenance performed during that billing period. The Contractor shall provide written notice to the Contracting Officer and the task order point of contact when 75 percent of the funds obligated on the order have been expended. The Contracting Officer may modify the task order to increase or decrease the amount of the order based on remaining requirements for per incident maintenance during the period of performance of the order.

(c) The Contracting Officer may, by written notice, decrease funding for per maintenance under the task order thirty (30) days after receipt of the notice by the Contractor, or sooner if mutually agreeable to the parties.

2. Discontinuance of Monthly Maintenance. The Contracting Officer may, by written notice, discontinue monthly maintenance under this contract, at no cost to the Government, thirty (30) days after receipt by the Contractor of such notice, or sooner if mutually agreeable to the parties.

3. Non-chargeable Maintenance Items. There shall be no additional maintenance charges for remedial maintenance occasioned by the recurrence of the same malfunction within 48 hours of the user's receipt of the repaired component.

(w) Separately Orderable Maintenance Replacement Items. The Government intends to monitor and assess modes of failure and the failure rates of pRFID hardware. After making this assessment, the Government will make a determination with regard to the feasibility of the Government performing all pRFID hardware maintenance using organic capabilities. In the event the Government determines it is desirable to perform all pRFID 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.

(x) 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) 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.

(y) Notice: Year 2000 Provisions (Commercial Items).

1. The Contractor warrants that any Information Technology including, but not limited to, hardware, software, firmware, and middleware delivered under this contract, whether operating alone or combined as a system, shall accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

2. Should a warranted item fail to meet the requirements set out in the foregoing paragraph, the Contractor agrees to correct or replace the item at no cost to the Government. The parties agree that this correction or replacement shall not act as a limitation of remedies and that the Government may seek such additional remedies as may be available through this contract or at law or equity rights and remedies set forth in any other warranty for this item.

(z) Mandatory Use of Contractor To Government Electronic Mail.

1. Unless exempted by the PCO in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the Contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available.

2. The format for all communication shall be compatible with the following:

Microsoft Office
Excel

3. Files larger than 2 megabytes must use alternate means of transmission such as Zip Compression/Inflation, File Transfer Protocol, Winfax or any Fax Modem. (Note: This includes both the text message and the attachment). If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer’s approval.

4. A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

5. The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except Contractor pricing data)
Contract Data Requirements List Submittals
Contract Data Requirements List Comments
Approvals/Disapproval's by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed ½ megabyte)
Revised Shipping Instructions
Change Order Directions

6. In order to be contractually binding, all Government communications must be sent from the Contracting Officer’s e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the Contractor. All binding Contractor communication shall be sent from the signature authority's e-mail address.

7. The Government reserves the right to upgrade to a more advanced commercial application at any time during the life of the contract.

8. Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the Contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel.

9. The names and e-mail addresses for the pRFID Contracting Officer, Contract Specialist, and Contracting Officer's Representative (COR) will be provided by separate correspondence.

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

(aa) Mandatory Use of Government to Government Electronic Mail Date.

1. Unless exempted by the PCO in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

2. The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

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

3. See paragraph entitled "Mandatory Use of Contractor to Government Electronic Mail" in this Part for further guidance.

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

(ab) Past Performance Input from Field Activities. All ordering offices shall provide Past Performance Input through the COPOs to the PCO beginning 12 months from date of contract award and every 12 months thereafter, through the end of the 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 the contract and contract closeout. The Regulatory requirement for Contractor assessment and format (Non-System Contracts Performance Element) can be obtained from the Army Federal Acquisition Regulation Supplement (AFARS), Part 5142.15. Past Performance input shall be forwarded to the Contracting Officer identified by separate cover.

(ac) INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage http://www.usfk.mil

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

"Responsible Officer (RO)" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, 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, SOFA, related Agreed Minutes and Understandings. 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. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

(ad) Technical Representative SOFA benefits (ROK ONLY). Article I of the SOFA 14th 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.

(ae) Logistic Support (ROK Only)

1. 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).

(A) SOFA status for Contractor employee (excludes employee's dependents).

(B) Duty-free importation privileges in accordance with SOFA and USFK regulations.

(C) DD Form 1173 (Uniformed Services Identification and Privilege Card).

(D) USFK Form 73 (USFK Ration Control Plate) family size – one (for employee only).

(E) PX or BX privileges family size—one.

(F) Commissary privileges (only authorized if Contractor employee is going to be in the ROK for more than 60 days; family size—one).

(G) Class VI store privileges (family size—one).

(H) Purchase of gasoline and Petroleum, Oil, and Lubricants (POL) products at PX or BX facilities.

(I) Military postal service privileges for personal mail only (Army post office and fleet post office).

(J) Military banking and credit union privileges.

(K) Motor vehicle operator's permit.

(L) Registration of one privately owned vehicle per family.

(M) Registration of pets and firearms.

(N) Medical services on a reimbursable basis.

(O) Dental services for emergency care only on a reimbursable basis.

(P) Mortuary services on a reimbursable basis.

2. 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.

(A) No support for dependents is authorized.

(B) 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.

3. 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:

(A) SOFA status exemptions. (See paragraph entitled "Technical Representative SOFA benefits (ROK ONLY) in this Part).

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

(C) 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.

(af) Monthly Report. In addition to the Monthly Status Report set out in Part D of the contract, the Contractor shall provide a monthly report to the Contracting Officer of total dollars ordered under the contract to date. The Contractor shall submit this report not later than the 10th day of the following month.

(ag) Expedited Delivery. The Contractor shall provide expedited delivery of hardware and software items, if required. The price for expedited delivery shall be negotiated on a firm-fixed prices basis. The Contractor shall deliver products to destination within 7 calendar days after date of order for CONUS or within 14 calendar days after date of order for OCONUS, as specified in the order.

(ah) Reserved

(ai) Clauses Incorporated by Reference

FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/far/index.html
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfars/index.htm

(End of clause)

FAR Clauses:

52.204-4, Printed or Copied Double-Sided on Recycled Paper (AUG 2000)

52.204-7, Central Contractor Registration (APR 2008)

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008): . . . [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 Requirement (Apr 2008)

: … Contractor shall follow all the requirements of the Defense Priority and Allocation System regulations (15 CFR 700).

52.216-18, Ordering (OCT 1995): (a)...Such orders may be issued from effective date of notice to proceed through the 72th month thereafter and as stated in Part C-1-1, Ordering Period.

52.216-19, Delivery-Order Limitations (OCT 1995): (a) Minimum Order... less than $300 for monthly maintenance, $50 for all other products and services ... (b) Maximum order.... **(**1)...single item in excess of $5 million (2)...combination of items in excess of $10 million (3)... series of orders from the same ordering office within three days that together call for quantities exceeding the limitation in paragraph (b)(1) and (2) (d)...Contractor shall honor any order exceeding the maximum order limitation in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance...

52.216-22, Indefinite Quantity (OCT 1995): (d)...Contractor shall not be required to make any deliveries under this contract after 60 days after expiration of the contract term.

52.217-9, Option to Extend the Term of the Contract (MAR 2000) (a)…may extend the term of this contract…within 36 months; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires…(c) The total duration of this contract, including the exercise of any options under this contract, shall not exceed 72 months.

52.223-3, Hazardous Material Identification and Material Safety Data (JAN 1997): (Note: In addition to the re-submissions per paragraph (e), the Contractor is to provide all applicable Material Safety Data Sheets to pRFID COR).

52.228-5, Insurance - Work on a Government Installation (Jan 1997)

52.232-18, Availability of Funds (APR 1984)

52.246-15, Certificate of Conformance (APR 1984)

52.247-35, FOB Destination, within Consignee's Premises (APR 1984)

52.247-48, FOB Destination, Evidence of Shipment (FEB 1999)

DFARS Clauses:

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

252.204-7000, Disclosure of Information (DEC 1991)

252.204-7004, Alt A, Required Central Contractor Registration (SEP 2007)

252.209-7004, Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)

252.211-7003, Item Identification and Valuation (JUN 2005)
paragraph (c)(1)(ii):

SLIN	Model Number of Item
0001AA	902-928MHz Passive RFID EPC Class 1, Gen 2, Multi-Protocol Fixed Reader with Software and Documentation
0002AA	Non-Incendive 902-928MHz Passive RFID EPC Class 1, Gen 2, Multi-Protocol Hand-Held Reader with Software and Documentation
0015AA	902-928MHz Thermal Transfer Printer with Software and Documentation, One Resin-Based Printer Ribbon, and an Operator Maintenance Kit

252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JUL 2009)

252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)

252.232-7010, Levies on Contract Payments (DEC 2006)

252.239-7001, Information Assurance Contractor Training and Certification (JAN 2008)

252.246-7000, Material Inspection and Receiving Report (MAR 2008)

252.246-7003, Notification of Potential Safety Issues (JAN 2007)

(aj) Posting of Contract. In order to comply with the fair opportunity requirements set forth in the paragraph entitled "Ordering Procedures for Orders Exceeding $3,000," in this Part, this contract and any modifications thereto will be posted in their entirety to the Government's Website at: http://www.eis.army.mil/ait/Contracts/passive.rfid/prfid.asp. Access to the Website will be unrestricted.

CLAUSES INCORPORATED BY FULL TEXT

(End of Summary of Changes)