

2. Amendment/Modification No. P00001 3. Effective Date 06 JUN 2013 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code S2404A  
 ARMY CONTRACTING COMMAND - RI  
 AMY K LARSON  
 ROCK ISLAND, IL 61299-8000  
 BLDGS 60 & 390  
 EMAIL: AMY.K.LARSON2@US.ARMY.MIL  
 DCMA MANASSAS  
 10500 BATTLEVIEW PKWY  
 SUITE 200  
 MANASSAS VA 20109-2342

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
 SRA INTERNATIONAL, INC.  
 4300 FAIR LAKES CT  
 FAIRFAX, VA 22033-4232  
 9A. Amendment Of Solicitation No.  
 9B. Dated (See Item 11)  
 10A. Modification Of Contract/Order No.  
 W52P1J-13-D-0043  
 10B. Dated (See Item 13)  
 2013MAR20  
 Code 6R517 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 \_\_\_\_\_ copies of the amendments; (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)  
 NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
 It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order Is Issued Pursuant To: \_\_\_\_\_ 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 data, 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: 43.103 (a) (3)  
 D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)  
 Huma A. Anwar, Senior Contracts Administrator  
 16A. Name And Title Of Contracting Officer (Type or print)  
 JUSTIN D. TRINE  
 JUSTIN.TRINE@US.ARMY.MIL (309) 782-5096  
 15B. Contractor/Officer  
 (Signature of person authorized to sign)  
 15C. Date Signed  
 05 June 2013  
 16B. United States Of America  
 By (Signature of Contracting Officer)  
 16C. Date Signed  
 06 JUN 2013

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

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2. Amendment/Modification No.

P00001

3. Effective Date

2013JUN06

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

ARMY CONTRACTING COMMAND - RI  
AMY K LARSON  
ROCK ISLAND, IL 61299-8000  
BLDGS 60 & 390

EMAIL: AMY.K.LARSON2@US.ARMY.MIL

Code

W52P1J

7. Administered By (If other than Item 6)

DCMA MANASSAS  
10500 BATTLEVIEW PKWY  
SUITE 200  
MANASSAS VA 20109-2342

Code

S2404A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

SRA INTERNATIONAL, INC.  
4300 FAIR LAKES CT  
FAIRFAX, VA 22033-4232

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52P1J-13-D-0043

10B. Dated (See Item 13)

2013MAR20

Code 6R517

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 \_\_\_\_\_ copies of the amendments; (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)

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  
It Modifies The Contract/Order No. As Described In Item 14.**

- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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: 43.103(a)(3)
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)	
		JUSTIN D. TRINE JUSTIN.TRINE@US.ARMY.MIL (309)782-5096	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2013JUN06

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 23****PIIN/SIIN** W52P1J-13-D-0043**MOD/AMD** P00001**Name of Offeror or Contractor:** SRA INTERNATIONAL, INC.

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: AMY K LARSON  
Buyer Office Symbol/Telephone Number: CCRC-TB/(309)782-1583  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders  
Type of Business: Large Business Performing in U.S.  
Surveillance Criticality Designator: C  
Contract Expiration Date: 2016MAR08

\*\*\* End of Narrative A0000 \*\*\*

W52P1J-13-D-0043 / Modification P00001

The purpose of this supplemental agreement to Contract Number W52P1J-13-D-0043 is to do the following:

1. Change Contract Administration as follows:

From:  
Rock Island Contracting Center  
Rock Island Arsenal  
Rock Island, IL 61299  
DoDAAC: W52P1J

To:  
DCMA Manassas  
10500 Battleview Pkwy  
Suite 200  
Manassas, VA 20109-2342  
DoDAAC: S2404A

DCMA Contact: Tanya L. Hawley  
PH: (703) 530-3280 or (703) 530-3101  
E-mail: DCMA.VIRGINIA@DCMA.MIL

2. Change Pay Office location as follows:

From:  
DFAS Rome  
325 Brooks Road  
Rome, NY 13441-4511  
DoDAAC: HQ0302

To:  
DFAS - Columbus Center  
South Entitlement Operations  
P.O. Box 182264  
Columbus, OH 43218-2264  
DoDAAC: HQ0338

3. Incorporate Contract Change Proposal (CCP) number PSR001 (dated 11 April 2013); accepted by the Government (17 April 2013). The contract is hereby modified to accept the substitution and replace the Omni ID Max SQ Hardened Standoff Tag within SLIN 0015AC. The following SLIN description change is as follows:

SLIN 0015AC Description Change:

From:  
Hardened Standoff Tag - Omni ID Max SQ  
FOB: Destination

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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MOD/AMD P00001

**Name of Offeror or Contractor:** SRA INTERNATIONAL, INC.

To:  
Hardened Standoff Tag - Omni ID Max Rigid Dual Band  
FOB: Destination

4. Incorporate standard Delivery Requirements for Hardware and Software Delivery Orders. The standard Delivery Requirement shall be no later than 60 days after date of award for each Delivery Order. Expedited deliveries will be acceptable if at no additional cost to the Government and the Government is notified of the early delivery. Prior approval is required for partial deliveries.

5. Incorporate revised Attachment 0001, "Performance Work Statement" (Rev 1) dated 17 April 2013.

6. Delete Attachment 0005, Ordering Guide from the base contract. The Ordering Guide will be located on PD-AMIS's website at <http://www.ait.army.mil/> as a reference tool for Contracting Officers and will no longer be fixed to the contract.

7. Incorporate revised Attachment 0004. Revisions to Attachment 0004 include title change, addition of model numbers and ancillary information to each SLIN, and defined number of tags per roll in SLINs 0015AA, 0015AB, and 0015AE. Attachment 0004 will be revised, as necessary, via contract modification when incorporating future CCPs. The attachment title name change is outlined below.

From:  
Attachment 0004 "Passive RFID Price Model"

To:  
Attachment 0004 "SECTION B, Pricing Guide / SLIN Listing"

8. Incorporate the following FAR Clauses:

52.232-37 - Multiple Payment Arrangements (May 1999)

252.239-7001 - Information Assurance Contractor Training and Certification

9. Replace FAR Clause 52.232-4501 with DFARS clause 252.232-7006:

From:  
52.232-4501 - US Army Contracting Command, Rock Island Contracting Center, Implementation of Wide Area Workflow Receipt and Acceptance (WAWF-RA) For Electronic Processing of Receipt/Acceptance Documents and Payment (AUG/2008)

To:  
252.232-7006 - Wide Area Workflow Payment Instructions (Jun/2012)

10. Change FAR Clause 52.216-19 Order Limitations as follows:

From:  
52.216-19 - Order Limitations

((a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$30,000.00;

(2) Any order for a combination of items in excess of \$30,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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**Name of Offeror or Contractor:** SRA INTERNATIONAL, INC.

To:

52.216-19 - Order Limitations

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 for product or less than \$300.00 for services the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00 (Note: contract ceiling is \$30,000,000.00); or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

11. Incorporate revised Section H Narrative H0002, titled "Special Contract Requirements".

12. As a result of incorporation of the actions described above, the total dollar value of Contract Number W52P1J-13-D-0043 remains unchanged.

13. Except as provided herein, the balance of those terms, conditions, and requirements under Contract Number W52P1J-13-D-0043, as modified to date, shall remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0010 \*\*\*

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**Name of Offeror or Contractor:** SRA INTERNATIONAL, INC.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1. At time of award for each Delivery Order (hardware/software) and Task Order (service) the CLIN/SLIN assignment is to be made IAW Attachment 0004, "Section B Pricing Guide/SLIN Listing".

Attachment 0004 identifies all CLINs/SLINs available including applicable ancillary items and model numbers.

\*\*\* END OF NARRATIVE B0001 \*\*\*

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**Name of Offeror or Contractor:** SRA INTERNATIONAL, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

- | Status      | Regulatory Cite | Title                                   | Date     |
|-------------|-----------------|---|----------|
| G-1 CHANGED | 252.232-7006    | WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS | JUN/2012 |
- (a) Definitions. As used in this clause--
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and
  - (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).
    - 1) "COMBO" Invoice/Receiving Report (for Supply CLINs/SLINs)
    - 2) "2-in-1" (for Service CLINs/SLINs)
  - (2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
 

DCMA Manassas  
10500 Battleview Pkwy  
Suite 200  
Manassas, VA 20109-2342  
DoDAAC: S2404A

DCMA Contact: Tanya L. Hawley  
PH: (703) 530-3280 or (703) 530-3101  
E-mail: DCMA.VIRGINIA@DCMA.MIL
- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	W52P1J
Admin DoDAAC	S2404A
Inspect By DoDAAC	S2404A
Ship To Code	TBD at Task/Delivery Order

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**Name of Offeror or Contractor:** SRA INTERNATIONAL, INC.

Ship From Code	TBD at Task/Delivery Order
Mark For Code	TBD at Task/Delivery Order
Service Approver (DoDAAC)	TBD at Task/Delivery Order
Service Acceptor (DoDAAC)	TBD at Task/Delivery Order
Accept at Other DoDAAC	TBD at Task/Delivery Order
LPO DoDAAC	TBD at Task/Delivery Order
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	TBD at Task/Delivery Order

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Notifications shall be submitted to:

<< INSERT contact information for Ordering Government Contracting Officer>>\*\*

<< INSERT contact information for Ordering Contract Specialist >>\*\*

\*\*To be Determined at award of each Task or Delivery Order

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

<< INSERT contact information for Ordering Government Contracting Officer>>\*\*

<< INSERT contact information for Ordering Contract Specialist >>\*\*

\*\*To be Determined at award of each Task or Delivery Order

To be assigned at award of each Task or Delivery Order. Notifications shall be submitted to the Ordering Government Contracting Officer and Contract Specialist

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G-2 DELETED 52.232-4501  
(ACC-RI)

US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER,  
IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA)  
FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT

AUG/2008

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**Name of Offeror or Contractor:** SRA INTERNATIONAL, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

All orders against this decentralized contract vehicle will be issued IAW the terms and conditions set forth under Contract Number W52P1J-13-D-0043. In addition, an Ordering Guide reference tool for Government Ordering Contracting Officers is located on PD-AMIS's website at <http://ait.army.mil/>.

\*\*\* END OF NARRATIVE H0001 \*\*\*

Special Contract Requirements - Table of Contents

Paragraph / 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 (see also PD-AMIS's website at <http://ait.army.mil/>)
- J. Task Order - Technical Engineering Services (TES)
- K. Incidental Materials
- L. Inspection/Acceptance
- M. Use of Governmentwide Commercial Purchase Card
- N. Government Contractors' Use of Contract
- O. Post Award Conference
- P. Current Technology Substitutions/Contract Changes
- 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. Contd Performance support (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 Rep. Status Republic of Korea (ROK)
- AD. Technical Representative SOFA Benefits (ROK Only)
- AE. Logistic Support (ROK Only)
- AF. Monthly Report
- AG. Expedited Delivery

A. CONTRACTOR'S PROPOSAL SRA International, Inc.'s proposal dated 16 January 2013, as amended, is hereby incorporated into Contract No. W52P1J-13-D-0043. The contract shall provide for commercially available Passive RFID technology communications hardware, software, TES, documentation, training, warranty, and maintenance services, to provide a common, integrated structure for logistics tracking, locating, and monitoring of assets for all Users' requirements that flow through Product Director Automated Movement and Identification Solutions (PD AMIS). Products and Services shall be performed in accordance with Attachment 0001 Performance Work Statement (PWS).

B. NOTICE TO PROCEED Notice to proceed date was issued 20 March 2013 with the award of contract No. W52P1J-13-D-0043.

C. CONTRACT LIFE The total contract life, subject to exercise of FAR Clause 52.217-8, Option to Extend Services, is sixty (60) months from the date specified in the written notice to proceed. The contract includes a thirty-six (36) month base period, with two (2) one-year option periods (12 months each). The following is the breakout for the contract base period and the two option periods.

Base Period: March 20, 2013 through March 19, 2016. (Ordering and Maintenance)

Option Period - 1: March 20, 2016 through March 19, 2017 (Maintenance Only)

Option Period - 2: March 20, 2017 through March 19, 2018 (Maintenance Only)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN W52P1J-13-D-0043

MOD/AMD P00001

**Name of Offeror or Contractor:** SRA INTERNATIONAL, INC.

**D. TYPE OF CONTRACT** This is a firm fixed price (FFP) indefinite-delivery/indefinite-quantity (ID/IQ) contract. See Attachment 0004 Sect. B Pricing Guide/SLIN Listing for items that can be ordered under this contract.

**E. CONTRACT MINIMUM AND MAXIMUM AMOUNT** The guaranteed minimum amount of this contract is \$100,000 (awarded 22 March 2013 under Delivery Order 0001). The maximum amount of the Passive Radio Frequency Identification II (pRFID II) contract is \$30,000,000. The aggregate amount of all Delivery Orders, Task Orders, and Governmentwide commercial purchase card (hereinafter referred to as purchase card) orders placed against the pRFID II contract shall not exceed \$30,000,000.

**F. DELIVERY REQUIREMENTS** The Contractor shall start accepting orders within 10 days from the date of contract award. If an order contains only hardware and software, the Contractor shall tender items for inspection and acceptance by DCMA. The DCMA Contract Administration Services (CAS) directory can be found at <http://www.dcms.mil>. The CAS directory also identifies the DFAS payment office that is associated with the DCMA. The Contractor shall deliver hardware and software items to the destination specified in the order no later than 60 days after date of order (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 60 days after the date of the order. Also see FAR Clause 52.211-15, Defense Priority and Allocation Requirements (Sect. I of the contract). 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 paragraph AF, Expedited Delivery of this narrative. Partial delivery requires prior approval from the ordering office, unless specified otherwise on the Delivery Order. The Period of Performance (PoP) shall be stated on each Task Order including 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. PoP cannot extend beyond 12 months from contract expiration.

**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 contract date of award (March 20, 2013 through March 19, 2016).
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. All orders against this decentralized contract vehicle will be issued IAW the terms and conditions set forth under this contract. In addition, procedures are outlined in paragraph I "Ordering Procedures" of this narrative and an Ordering Guide reference tool for Government Ordering Contracting Officers is located on the PD-AMIS website at <http://ait.army.mil>. 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 (Justin Trine; e-mail: [justin.d.trine.civ@mail.mil](mailto:justin.d.trine.civ@mail.mil); PH: 309-782-5096).

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 a 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 (ACC-RI) is authorized to use the numbers 0001-9999).

(c) Point of contact (name), commercial telephone number, 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 (INCLUDE the SLIN, Subcontract Line Item, from Attachment 0004 Sect. B Pricing Guide/SLIN Listing). 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.

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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 paragraph F. "Delivery Requirements" of this narrative).
- (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 (FMS) requirements shall clearly be marked FMS requirement on the face of the order, along with the FMS customer and the case identifier code.
- (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.

6. All orders, except purchase card orders, requested by the Army, Coast Guard, and, other Federal Agencies shall be submitted to the PD AMIS 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 (see paragraph N. "Government Contractors Use of Contract" of this narrative) 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 award date of the order (see paragraph F. Delivery Requirements of this narrative).

**I. ORDERING PROCEDURES**

1. All orders against this decentralized contract vehicle will be issued IAW the terms and conditions set forth under Contract Number W52P1J-13-D-0043. In addition, an Ordering Guide reference tool for Government Ordering Contracting Officers is located on PD-AMIS's website at <http://ait.army.mil/>.

2. 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.

3. 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 ACC-RI Ombudsman will review complaints from the PRFID Contractor. The designated Ombudsman is:

Randy McGee  
Army Contracting Command - Rock Island (ACC-RI)  
ATTN: AMSAS-GCB  
1 Rock Island Arsenal  
Rock Island IL 61299-8000  
Phone: 309-782-7287  
E-mail: amc.list.rock-amsas-gcb@mail.mil

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

**J. TASK ORDER TECHNICAL ENGINEERING SERVICES (TES)**

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1. Upon receipt of a Request for Proposal (RFP) 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 (15) 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 SLIN Listing (Attachment 0004 "Section B Pricing Guide/SLIN Listing") and the number of hours for each category;
- (d) Proposed Incidental Materials including price and description of each item (see paragraph K. "Incidental Materials" of this narrative) 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 travel and incidental materials. This firm-fixed price will include all labor and per diem required to complete the effort and will be included in the Task Order at SLIN 0020xx. If applicable, the Government will negotiate a separate firm-fixed price for the incidental materials, which will be included in the Task Order at SLIN 0021AA. The incidental materials will be consistent with paragraph K. "Incidental Materials" of this narrative.

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

4. The using activity representative as stated on each Task Order shall perform inspection and acceptance of all the items contained on the order.

**K. INCIDENTAL MATERIALS** Incidental Materials shall only include those items/materials necessary to complete the installation service ordered in accordance with paragraph J. "Task Order Technical Engineering Services (TES)" of this narrative. The price for the items/materials shall be negotiated on a firm-fixed price basis for each Task Order, if required (see paragraph J. "Task Order Technical Engineering Services" of this narrative). The total negotiated price for incidental materials for each Task Order shall not exceed \$100,000.

**L. INSPECTION/ACCEPTANCE** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. If repair/replacement or performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

For delivery orders against this contract that contain only supplies, representatives of the Defense Contract Management Agency (DCMA) shall perform inspection and acceptance of the supplies at origin. The DCMA Contract Administration Services (CAS) directory can be found at <http://www.dcma.mil>. The CAS directory also identifies the DFAS payment office that is associated with the DCMA.

For all other orders against this contract, the using activity representative as stated on each delivery, task, or Government-wide commercial purchase card (hereinafter referred to as purchase card) order shall perform inspection and acceptance of all the items contained on the order.

**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.

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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.ait.army.mil/Contracts/contracts.html>

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 set forth in paragraphs H. "Delivery Orders/Task Orders/Governmentwide Commercial Purchase Card Orders" and I. "Ordering Procedures" of this narrative.

**O. POST AWARD CONFERENCE** Post Award Conference was convened 16 April 2013 accordance with FAR Subpart 42.5.

**P. CURRENT TECHNOLOGY SUBSTITUTIONS AND ADDITIONS/CONTRACT CHANGES**

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/SLIN 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/SLIN List item(s) 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, the requirements set forth in paragraph O. "Current Technology Substitutions and Additions/Contract Changes" of this narrative. 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. The comparative description should be laid out in a "From this" - "To this" format. All items within the description that require changing should be highlighted in yellow.

(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). List all section of the

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Contract affected by the proposed contract change, including changes to Attachment 0004 (Section B Pricing Guide/SLIN Listing). Outline contract changes in a "From this" - "To this" format with all changes highlighted in yellow.

(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.

**4. CCP Numbering Convention**

The Government has established a six-digit numbering convention for pRFID II CCPs (example: PSR001).

The numbering convention is broken down as follows:

P = The first digit on all CCPs will begin with "P" to indicate the CCP is against the pRFID II contract.

SR = The second and third digits are alpha indicators representing the first two letters of the contractor. NOTE: For Government-initiated changes that would result in a CCP, the alpha indicators will be replaced by the letters "PM" and will be included in any request for proposal.

000 = The last three digits are numeric indicators that represent the sequential number assigned to the CCP. NOTE: Contractor shall apply sequential numbers PSR001, PSR002, etc., to contractor-initiated CCPs without regard to the sequential numbering of any Government initiated CCPs.

**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, 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

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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, Paragraph "Software Development Services", shall be governed by DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995), and DFARS 252.227-7019, Validation of Asserted Restrictions-Computer Software (JUN 1995).

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

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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 subcontractors, 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 subcontractors.

(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, alien residents 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.

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(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 reentry.

(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.

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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.

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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 Classified 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 2007.

3. Files larger than 2 megabytes (including text message and attachments) must use alternate means of transmission such as Zip Compression/Inflation, File Transfer Protocol, Winfax or any Fax Modem. 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/Disapprovals by the Government
- Technical Evaluations of Contract Items
- Clarifications
- Configuration Control
- Drawings (not to exceed 1/2 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 II Contracting Officer, Contract Specialist, and Contracting Officer's Representative (COR) are as follows:

Procuring Contracting Officer (PCO): Justin Trine (PCO)  
Army Contracting Command - Rock Island (ACC-RI)  
E-mail: justin.d.trine.civ@mail.mil  
Telephone: 309-782-5096

Contract Specialist: Julie Lawrence  
Army Contracting Command - Rock Island (ACC-RI)  
E-mail: julie.l.lawrence.civ@mail.mil  
Telephone: 309-782-4529

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Contracting Officer's Representative (COR): Klaus Stroup (COR)  
Product Director Automated Movement and Identification Solutions (PD AMIS)  
E-mail: klaus.b.stroup.civ@mail.mil  
Telephone: 703-545-3056

10. The contract number "W52P1J-13-D-0043" and project name "pRFID II" shall be included in the subject line on all electronic mail (e-mail) communications.

**AA. MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL**

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 Z. "Mandatory Use of Contractor to Government Electronic Mail" of this narrative for further guidance.

4. The contract number and project name "pRFID II" shall be included in the subject line on all e-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: Justin D. Trine; justin.d.trine.civ@mail.mil (PH: 309-782-5096).

**AC. 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.

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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-

(a) Completion or termination of the contract

(b) Proof that the Contractor or employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces

(c) 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 the preceding subparagraph 8. 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; see paragraph AD. "Technical Representative SOFA Benefits (ROK ONLY)" of this narrative.

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 non-appropriated fund organizations as provided for in Article XIII, Non-appropriated 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)

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- (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 AD. "Technical Representative SOFA Benefits (ROK ONLY)" of this narrative).
- (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 PWS 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.

\*\*\* END OF NARRATIVE H0002 \*\*\*

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## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
I-2 ADDED	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-3 CHANGED	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 for product or less than \$300.00 for services the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00 (Note: contract ceiling is \$30,000,000.00); or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	PERFORMANCE WORK STATEMENT (REV 1)	17-APR-2013	046	
Attachment 0004	SECTION B, PRICING GUIDE / SLIN LISTING (REV 1)	17-APR-2013	010	

Note:

(1) Modification P00001 deleted Attachment 0005 (Ordering Guide) from the base contract. The Government Contracting Officer's Ordering Guide can now be found on PD-AMIS's website at <http://ait.army.mil/>.

\*\*\* END OF NARRATIVE J0001 \*\*\*