

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 24
	PIIN/SIIN W52P1J-14-D-0014 MOD/AMD P00008	

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ROBERT S. QUAST
 Buyer Office Symbol/Telephone Number: CCRC-TB/(309)782-3795
 Type of Contract 1: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Kind of Modification: 7
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: C
 Contract Expiration Date: 2017APR07

Paying Office: HQ0338
 DFAS-COLUMBUS CENTER
 SOUTH ENTITLEMENT OPERATIONS
 P.O. BOX 182264
 COLUMBUS OH 43218-2264

*** End of Narrative A0000 ***

The purpose of Modification P00008 to Contract W52P1J-14-D-0014 is outlined below.

1. Add Period of Performance language to Application Software for CLINs 0014, 1014, and 2014 that adds Unit Price includes 3-year warranty from date of purchase.
2. Update Government Points of Contact information for the Procuring Contracting Officer (PCO) and Contract Specialist (CS) to reflect internal assignment changes. PCO changes outlined below are found in Section A, Paragraph 12, and Section H, Paragraphs F.2., K.1., S.6., and U. CS changes outlined below are found in Section A, Paragraph 12, and Section H, Paragraph S.6.

From:	To:
PCO:	
Justin D. Trine (ACC-RI)	Amanda Struve (ACC-RI)
Email: Justin.d.trine.civ@mail.mil	Email: amanda.k.struve.civ@mail.mil
PH: 309-782-5096	PH: 309-782-1150

CS:	
Julie Lawrence (ACC-RI)	Bob Quast (ACC-RI)
Email: Julie.l.lawrence.civ@mail.mil	Email: robert.s.quast.civ@mail.mil
PH: 309-782-4529	PH: 309-782-3795

3. Add DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information, to Section I of the contract W52P1J-14-D-0014.
4. Add a Point of Contact (POC) list for Government and Savi as Attachment 0001 and 0002, respectively.
5. The total dollar value of Contract Number W52P1J-14-D-0014 remains unchanged.
6. Except as provided herein, the balance of those terms, conditions, and requirements under Contract Number W52P1J-14-D-0014, as modified to date, shall remain unchanged and in full force and effect.

*** END OF NARRATIVE A0010 ***

Active Radio Frequency Identification IV (aRFID-IV)
 Contract# W52P1J-14-D-0014

1. Award. In support of Product Director Automated Movement and Identification Solutions (PD AMIS) mission, the U.S. Army Contracting Command Rock Island (ACC-RI) hereby awards contract NO. W52P1J-14-D-0014 to Savi Technology, Inc. (Savi), Cage Code 0J463 (Date of Award: 08 APR 2014). This single award contract is Firm Fixed Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) with reimbursable CLINs for Other Direct Costs (ODC) and Travel.

This contract vehicle is decentralized. All Federal Contracting Officers are delegated procurement authority to place Task Orders/Delivery Orders against this aRFID-IV FFP IDIQ contract. All Contracting Officers seeking to place orders against the contract shall agree to comply with the terms and conditions of the base contract.

In this decentralized contract vehicle, Savi will provide aRFID hardware, software, documentation, and incidental services to authorized

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 24**

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

Government users worldwide. The incidental services include training, warranty, and technical engineering services (TES).

The aRFID-IV hardware and software purchased under this contract will be ISO/IEC 18000-7:2008 compliant. The TES available will provide turnkey solutions for integrating a user's existing Automated Identification Technology (AIT) and Passive RFID (pRFID) with the aRFID technology. In addition, TES includes Installation, De-installation, and Relocation of aRFID-IV components: Middleware Development Services; Commercially available Middleware; and Software Development Services. Delivery of the products and performance of the services will be worldwide

2. Period of Performance (PoP). The PoP of this aRFID-IV contract includes a three (3) year base Ordering Period, with two (2) evaluated Option Periods. The PoP is outlined below:

Base Ordering Period: 08 APR 2014 through 07 APR 2017
Option Period 1 (if exercised): 08 APR 2017 through 07 APR 2018
Option Period 2 (if exercised): 08 APR 2018 through 07 APR 2019

3. Guaranteed Minimum. The guaranteed minimum dollar value of this contract is \$40,000.00. The maximum value for the entire procurement is \$102,000,000.00. There is no guarantee that the Government will order the maximum value under this procurement. Contract award does not obligate the Government to place additional orders beyond the guaranteed minimum amount.

4. Post Award Product Testing Process. Savi is subject to the Post Award Product Testing Process (Sect. J, Attachment 0015). All self-certified ISO 18000-7:2008 compliant products will be evaluated by PD AMIS to verify and validate form, fit, and function. Any CLIN/SLINs that are not available for order, due to pending testing results, are labeled as such in Section B. At this time (through P00006) the following CLINs are in "Reserve/Pending Post Award Testing Status": 0005AD, 0005EA, 0005EB, 0005FA, 0006AD, 0006EA, 0006EB, and 0006FA.

5. Performance Work Statement. Performance for this contract shall be performed in accordance with (IAW) the "Performance Work Statement (PWS)" (Sect. J, Attachment 0022).

6. CLIN/SLIN Structure and Pricing.

6.1 The CLIN/SLIN structure and pricing for this contract is outlined in Sect. B, Supplies or Services and Prices/Costs. CLIN/SLIN descriptions include model numbers and all correlating ancillary items.

6.2 Prices are on a FOB Destination basis and in U.S. currency.

6.3 Government Ordering Officers shall issue Requests for Proposal(s) to Savi for individual Task Orders/TES Projects. Each individual Task Order will be accompanied by its own unique Task Order PWS that will align with the Base Contract's CLIN/SLIN structure for products, labor categories, and other direct costs.

7. Special Contract Requirements. See Sect. H, Special Contract Requirements.

8. CONUS/OCONUS. Performance of this contract can be Continental United States (CONUS) or Outside the Continental United States (OCONUS). Additional clauses required to perform OCONUS shall be added at the Task Order level.

9. Trade Agreements Act (TAA). This procurement is subject to the Trade Agreements Act (TAA). For the purpose of the applicability of the Trade Agreements Act, end products in this procurement are at the level of the CLIN/SLIN. In addition, note that due to a change in regulation, U.S. made end products are no longer subject to application of a 50% penalty.

10. Invoice Instructions:

10.1 Invoices are to be submitted through the Wide Area Workflow (WAWF) system. Savi must have the ability to comply with DFARS Clause 252.246-7000, Material Inspection and Receiving Report and DFARS 252.232-7003, Electronic Submission of Payment Requests. Savi must be capable of accepting electronic fund payment.

10.2 Orders shall be awarded and invoiced per the appropriate CLIN/SLIN(s) as listed in Section B.

10.3 Payments made against this contract will be paid in U.S. currency.

10.4 Defense Finance and Accounting Service (DFAS) Columbus Center South, DoDAAC HQ0338, is the designated payment office for Delivery Orders/Task Orders. Note: an alternate DFAS office can only be used if the Government Ordering Contracting Officer authorizes the use on an individual order.

11. Ordering. All orders against this decentralized contract vehicle shall be issued IAW the terms and conditions in this Base Contract. Ordering Procedures are outlined in Sect. H, Special Contract Requirements. In addition, an Ordering Guide for Government Contracting Officers can be found on the PD AMIS website, <http://www.ait.army.mil/Contracts>.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 24****PIIN/SIIN** W52P1J-14-D-0014**MOD/AMD** P00008**Name of Offeror or Contractor:** SAVI TECHNOLOGY, INC.12. Government Points of Contacts

Procuring Contracting Officer (PCO):

Amanda Struve (ACC-RI)

E-mail: amanda.k.struve.civ@mail.mil

PH: 309-782-1150

Contract Specialist:

Bob Quast (ACC-RI)

E-mail: robert.s.quast.civ@mail.mil

PH: 309-782-3795

Contracting Officer Representative (COR):

Rebecca Heise (PD AMIS)

E-mail: Rebecca.u.heise.civ@mail.mil

PH: 703-545-2980

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-14-D-0014 MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>APPLICATION SOFTWARE</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>0014AA <u>Fixed Interrogator Read Application</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$350.00</u></p> <p>0014AB <u>Write Station Application</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$350.00</u></p> <p>0014AC <u>Handheld Application</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$275.00</u></p> <p>0014AD <u>Software Development Kit License</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$3,950.00</u></p> <p>(End of narrative B001)</p>				
1014	<p><u>APPLICATION SOFTWARE</u></p> <p>SERVICE REQUESTED: OPTION 1 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>1014AA <u>Fixed Interrogator Read Application</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$357.00</u></p> <p>1014AB <u>Write Station Application</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$357.00</u></p> <p>1014AC <u>Handheld Application</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$269.50</u></p> <p>1014AD <u>Software Development Kit License</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$4,081.70</u></p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PlJ-14-D-0014 MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014	<p>(End of narrative B001)</p> <p><u>APPLICATION SOFTWARE</u></p> <p>SERVICE REQUESTED: OPTION 2 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>2014AA <u>Fixed Interrogator Read Application</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$357.00</u></p> <p>2014AB <u>Write Station Application</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$357.00</u></p> <p>2014AC <u>Handheld Application</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$280.50</u></p> <p>2014AD <u>Software Development Kit License</u>. Unit Price includes 3-year warranty from date of purchase. <u>\$4,029.00</u></p> <p>(End of narrative B001)</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 7 of 24
	PIIN/SIIN W52P1J-14-D-0014 MOD/AMD P00008	
Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.		

SECTION G - CONTRACT ADMINISTRATION DATA

Status	Regulatory Cite	Title	Date
G-1 CHANGED	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

(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 System for Award Management 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 Ordering Contracting Officer.

NOTE: Inspection/Acceptance To Be Determined (TBD) at time of Award.

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.dcmamail.com>. 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.

(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	- TBD -
Issue By DoDAAC	W52P1J
Admin DoDAAC	- TBD -
Inspect By DoDAAC	- TBD -

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

Page 8 of 24

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

Ship To Code	TBD at Task/Delivery Order
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 Government Ordering Contracting Officer >>**

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

** TBD 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.

Notifications shall be submitted to:

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

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

** TBD at award of each Task or Delivery Order

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

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 24**

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H-1Table of Contents - Paragraph / Title

- A. Contract Life
- B. Type of Contract
- C. Contract Minimum and Maximum Amount
- D. Delivery Requirements
- E. Expedited Delivery
- F. Ordering Guidance - Delivery Orders/Task Orders/Governmentwide Commercial Purchase Card Orders
- G. Task Order Proposals for Technical Engineering Services (TES)
- H. Incidental Materials
- I. Inspection/Acceptance
- J. Use of Governmentwide Commercial Purchase Card
- K. Government Contractors' Use of Contract
- L. Current Technology Substitutions/Contract Changes
- M. Contract Change Proposal (CCP) Response Time
- N. Only New Equipment
- O. Reconditioned Components
- P. Insurance
- Q. Commercial Software Licenses
- R. Cont'd. Performance Support of Crisis Situations, Contingency, or Exercise
- S. Mandatory Use of Contractor to Government Electronic Mail
- T. Mandatory Use of Government to Government Electronic Mail Date
- U. Past Performance Input from Field Activities
- V. Invited Contractor or Technical Rep. Status Republic of Korea (ROK)
- W. Technical Representative SOFA Benefits (ROK Only)
- X. Logistic Support (ROK Only)
- Y. Information Assurance Contractor Training and Certification

A. CONTRACT LIFE/ORDERING PERIOD(S)

The total contract life, including options if exercised pursuant to FAR Clause 52.217-9, "Option to Extend the Term of the Contract", is sixty (60) months from the date of contract award. The contract includes a thirty-six (36) month base ordering period, with two (2) one-year option periods, if exercised. The following is the breakout for the base ordering period and the two option periods.

Base Ordering Period: 08 APR 2014 through 07 APR 2017
Option Period 1 (if exercised): 08 APR 2017 through 07 APR 2018
Option Period 2 (if exercised): 08 APR 2018 through 07 APR 2019

All ordering after the Base Period is subject to the Government's Option to Extend the Term of the Contract.

B. TYPE OF CONTRACT

This is a firm fixed price (FFP), indefinite-delivery/indefinite-quantity (ID/IQ), decentralized contract.

This decentralized contract vehicle provides aRFID hardware, software, documentation, and incidental services to authorized Government users worldwide. See Sect. B, Supplies or Services and Prices/Costs, for the items that can be ordered under this contract.

C. CONTRACT MINIMUM AND MAXIMUM AMOUNT

The guaranteed minimum dollar value of this contract is \$40,000.00. The minimum guarantee was fulfilled with the award of Delivery Order 0001 (08 April 2014).

The maximum dollar value for the entire procurement is \$102,000,000.00. The aggregate amount of all Delivery Orders (DO), Task Orders (TO), and Governmentwide commercial purchase card (hereinafter referred to as purchase card) orders placed against the aRFID-IV contract shall not exceed \$102,000,000. There is no guarantee that the Government will order the maximum value under this procurement. Contract award does not obligate the Government to place additional orders beyond the guaranteed minimum amount.

D. DELIVERY REQUIREMENTS

The Contractor shall start accepting orders upon notice of fully executed contract award, excluding CLIN/SLINs pending Post Award Product Testing results. For delivery orders against this contract that contain only supplies, representatives of the Defense Contract

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

Page 10 of 24

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

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.

Contractor shall provide all necessary software, cables, connectors, drivers, essential accessories, and ancillary items in order to make each deliverable hardware item fully operational. Software application shall be preloaded to the hardware to meet the requirement of this Contract.

The Contractor shall deliver hardware and software items to the destination specified in the order within 60 days* after date of order for all orders. 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). *Note: Extended delivery dates are required for CLIN/subCLINs with quantity discounts (see CLIN series 0005, 0006, 1005, 1006, 2005, and 2006 for delivery requirements). In addition, 90-day delivery is required for Portable Deployable Kits (PDKs) (see Sect. B CLIN series 0011, 1011, and 2011 for delivery requirements).

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 E. Expedited Delivery. 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. 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 for TES cannot extend beyond 12 months from contract expiration.

E. EXPEDITED DELIVERY

Contractor shall provide Expedited Delivery for CONUS and OCONUS locations when required and specified in orders. The price for expedited delivery shall be negotiated on a firm-fixed price basis. The Contractor shall deliver products to destination within 7 calendar days after date of award for CONUS orders or within 14 calendar days after date of award for OCONUS order, unless other terms are negotiated and specified in the order. Expedited deliveries not requested by the Government 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.

F. ORDERING GUIDANCE - DELIVERY ORDERS/TASK ORDERS/GOVERNMENTWIDE COMMERCIAL PURCHASE CARD ORDERS

1. 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 Government 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. In addition, an Ordering Guide for Government Contracting Officers can be found on the PD AMIS website, <http://www.ait.army.mil/Contracts>.

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.

Any request for deviation from the terms of this contract must be submitted to the PCO:

Amanda Struve(PCO)
Army Contracting Command - Rock Island (ACC-RI)
E-mail: amanda.k.struve.civ@mail.mil
PH: 309-782-1150

3. All requirements under this contract will be ordered by issuance of a DD Form 1155, 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, unit price, and the associated CLIN/SLIN (See Sect. B). Defense

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

Page 11 of 24

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

Financing and Accounting Service (DFAS) requires the CLIN/SLIN numbers to be reflected on order forms 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 orders CLIN/SLINs. (**Note:** 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 D. "Delivery Requirements").

(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). **NOTE:** DFAS requires an ACRN(s) on all orders.

(j) Invoice and payment instructions to the extent not covered by the contract. Include Wide Area Workflow (WAWF) clause information.

(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. Issuance of an order shall be defined as the award date of the order (see paragraph D. "Delivery Requirements").

6. 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 Officers 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 in excess of \$10,000,000. The ACC-RI Ombudsman will review complaints from the aRFID-IV 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: usarmy.ria.asc.list.gcb@mail.mil

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

8. Contractor Responsibilities include the following:

a) Contractor is required to respond to all Request for Proposals (RFP) and Request for Quotes (RFQ) by the specified submission date, unless contractor's product is waiting for Government acceptance/approval. The Contractors' proposal shall contain sufficient detail to permit the Government to evaluate the proposal, IAW the stated evaluation criteria. If the proposal is for TES, the proposal shall comply with the requirements identified in paragraph G. "Task Order Proposals for Technical Engineering Services (TES)".

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

c) 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.

G. TASK ORDER PROPOSALS FOR TECHNICAL ENGINEERING SERVICES (TES)

1. Upon receipt of a 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;

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

Page 12 of 24

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

(c) Proposed labor categories from the Master SLIN Listing (found in Section B, Supplies or Services and Prices/Costs) and the number of hours for each category;

(d) Proposed Incidental Materials including price and description of each item (see paragraph H. "Incidental Materials") 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 aRFID 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 FFP for the effort, excluding travel and incidental materials. This FFP will include all labor and per diem required to complete the effort and will be included in the TO according the labor categories listed under SLIN 0015xx. If applicable, the Government will negotiate a separate FFP price for the incidental materials, which will be included in the TO at SLIN 0024AA. The incidental materials will be consistent with paragraph H. "Incidental Materials".

3. Travel: The Contractor may be required to travel in performance of Task Orders issued under the aRFID-IV contract. Allowable travel and per diem costs are governed by FAR Part 31, and are reimbursable by the ordering agency. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. All costs associated with travel and per diem will not include any type of fee.

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

H. INCIDENTAL MATERIALS

Incidental Materials shall only include those items/materials necessary to complete the installation service ordered in accordance with paragraph G. "Task Order Proposals for Technical Engineering Services (TES)". The price for the items/materials shall be negotiated on a FFP basis for each TO, if required (see paragraph G. "Task Order Proposals for Technical Engineering Services"). The total negotiated price for incidental materials for each TO shall not exceed \$100,000.

I. 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 Governmentwide commercial purchase card order shall perform inspection and acceptance of all the items contained on the order.

J. 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.

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,

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 13 of 24
	PIIN/SIIN W52P1J-14-D-0014	MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

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 FFP 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 accepted by the Government.

K. 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 Ordering 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 the Government Contractor authorization to communicate with an aRFID-IV contract holder without the prior approval of an ACC-RI PCO.

Any request for Government contractor use of the aRFID-IV contract must be submitted to the following ACC-RI PCO:

Amanda Struve(PCO)
Army Contracting Command - Rock Island (ACC-RI)
E-mail: amanda.k.struve.civ@mail.mil
PH: 309-782-1150

Before issuing an order, the Government Contractor shall forward the order through the Government Contracting Officer granting the authorization to 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 aRFID-IV 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" (GFP), 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 paragraph F. "Ordering Guidance for Delivery Orders/Task Orders/Governmentwide Commercial Purchase Card Orders" and the reference tool posted on the PD AMIS website titled, "Government Contracting Officer's Ordering Guide".

L. 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. At the discretion of the Government, the contractor may be required to provide the proposed product for testing in order to determine acceptance or denial of the proposed product substitution.

(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 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 L. "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

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

Page 14 of 24

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

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 sections of the Contract affected by the proposed contract change, including changes to Section B, Supplies or Services and Prices/Costs. 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 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. Contract Change Proposal (CCP) Numbering Convention

The Government has established a six-digit numbering convention for aRFID IV CCPs (example: Rxx001).

The numbering convention is broken down as follows:

R = The first character on all CCPs will begin with "R" to indicate the CCP is against the aRFID IV contract.

SA = The second and third characters 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 characters are numeric indicators that represent the sequential number assigned to the CCP. **NOTE:** Contractor shall apply sequential numbers Rxx001, Rxx002, etc., to contractor-initiated CCPs without regard to the sequential numbering of any Government initiated CCPs.

M. CONTRACT CHANGE PROPOSAL (CCP) RESPONSE TIME

If the Government issues an 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.

N. ONLY NEW EQUIPMENT

Only new equipment shall be delivered under this contract. The Contracting Officer will not grant approval for used equipment.

O. 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.

P. 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:

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

Page 15 of 24

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

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.

Q. 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 paragraph and the commercial software product license, this paragraph and the following subparagraphs shall govern.
2. Unless otherwise mutually agreed, all commercial software shall be licensed and priced for use on a single computer.
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 "Performance Work Statement (PWS)" (Sect. J, Attachment 0022; paragraph 23.1.5 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).

R. 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 shall 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 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.

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

(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) 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, 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.

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

(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.

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.

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

Page 18 of 24

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

(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 offense 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.

S. MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL (e-mail)

1. Unless exempted by the PCO in writing, communications after contract award shall be transmitted via 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 Microsoft Office 2007. The Government reserves the right to upgrade to a more advanced commercial application at any time during the life of the contract.

3. 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

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

Page 19 of 24

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

- Clarifications
- Configuration Control
- Drawings (not to exceed 1/2 megabyte)
- Revised Shipping Instructions
- Change Order Directions

4. 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.

5. 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.

6. The names and e-mail addresses for the aRFID-IV Government Procuring Contracting Officer, Contract Specialist, and Contracting Officer's Representative (COR) are as follows:

Procuring Contracting Officer (PCO):

Amanda Struve(PCO)
Army Contracting Command - Rock Island (ACC-RI)
E-mail: amanda.k.struve.civ@mail.mil
PH: 309-782-1150

Contract Specialist:

Bob Quast
Army Contracting Command - Rock Island (ACC-RI)
E-mail: robert.s.quast.civ@mail.mil
PH: 309-782-3795

Contracting Officer's Representative (COR):

Rebecca Heise (COR)
Product Director Automated Movement and Identification Solutions (PD AMIS)
E-mail: Rebecca.u.heise.civ@mail.mil
PH: 703-545-2980

T. MANDATORY USE OF GOVERNMENT TO GOVERNMENT E-MAIL

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

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 (DCMA) personnel
Instructions to Defense Finance Administration Services
Instructions to Defense Contract Audit Agency

3. See Y. "Mandatory Use of Contractor to Government Electronic Mail" of this narrative for further guidance.

U. PAST PERFORMANCE INPUT FROM FIELD ACTIVITIES

All ordering offices shall provide Past Performance Input through the CORs to the PCO beginning 12 months from date of contract award and every 12 months thereafter, through the end of the contract. The CORs shall provide the assessment input to the PCO at the e-mail address below. Assessment input shall be required for all DOs/TOs 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 PCO:

Amanda Struve(PCO)
Army Contracting Command - Rock Island (ACC-RI)
E-mail: amanda.k.struve.civ@mail.mil

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

PH: 309-782-1150

V. INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS REPUBLIC OF KOREA (ROK)

1. Invited Contractor or technical representative status under the U.S.-ROK Status of Forces Agreement (SOFA) is subject to the written approval of HQ US Forces Korea (USFK), Assistant Chief of Staff (ACofS) Acquisition Management.
2. The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management, in accordance with DFARS, subpart 225.801 and USFA Regulation 700-19. The ACofS, Acquisition Management, will determine the appropriate Contractor status under the SOFA and notify the contracting officer of the determination.
3. Subject to the above approval, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S.-ROK SOFA, and implemented per USFK Regulation 700-19, subject to the conditions and limitations imposed by the SOFA and this regulation. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and provided the invited Contractor or technical representative status is not withdrawn by USFK. It is the responsibility of the Contracting Officer issuing the order to negotiate any SOFA privileges and compensation for those privileges between the Government and Contractor.
4. The Contractor officials and employees performing under this contract collectively and separately warrant that they are not now performing, nor will perform during the period of this contract, any contract services or otherwise engage in business activities in the ROK other than those pertaining to the U.S. armed forces.
5. During performance of the work in the ROK required by this contract, the Contractor will be governed by USFK regulations pertaining to the direct hiring and the personnel administration of Korean National employees.
6. The authorities of the ROK will have the right to exercise jurisdiction over invited Contractors and technical representatives, including officials and employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, U.S.-ROK SOFA, and related Agreed Minutes and Understandings on Implementation. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.
7. Invited Contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and responsible officer on all matters pertaining to logistic support. In particular, Contractors will provide prompt and accurate reporting of changes in employee status as required by this regulation to the assigned sponsoring agency. Except for Contractor air crews flying Military Airlift Command missions, all U.S. Contractors performing work on United States Air Force classified contracts will report to the nearest Security Police Information Security Section for the geographical area where the contract is to be performed.
8. Invited Contractor and technical representative status will be withdrawn by USFK on-
 - (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 AF. "Technical Representative SOFA Benefits (ROK ONLY)" of this narrative.

W. 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.

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

Page 21 of 24

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

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.

X. 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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 22 of 24**

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

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 W. "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.

Y. INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION

Savi shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including:

1. DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M

2. Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

3. Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

4. Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

*** END OF NARRATIVE H0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 23 of 24****PIIN/SIIN** W52P1J-14-D-0014**MOD/AMD** P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 24 of 24**

PIIN/SIIN W52P1J-14-D-0014

MOD/AMD P00008

Name of Offeror or Contractor: SAVI TECHNOLOGY, INC.

SECTION J - LIST OF ATTACHMENTS

List of
Addenda

Title

Date

Attachment 0001	Government Point of Contacts	25-JUN-2015
Attachment 0002	Contractor Point of Contacts	25-JUN-2015

ATTACHMENT 0001: Army Contracting Command - Rock Island: Government Point of Contact (POC)

Title	Name	Phone #	Blackberry #	E-mail
Contract Specialist	Robert Quast	309-782-3795	N/A	robert.s.quast.civ@mail.mil
Procuring Contracting Officer (PCO)	Amanda Struve	309-782-1150	N/A	amanda.k.struve.civ@mail.mil
Branch Chief	Dean Brabant	309-782-5846	N/A	dean.c.brabant.civ@mail.mil
Division Chief	Jermy Miller	309-782-5213	N/A	jeremy.h.miller.civ@mail.mil
Deputy Executive Director	Amy J. Hayden	309-782-7564	N/A	amy.j.hayden.civ@mail.mil
Executive Director	Melanie A. Johnson	309-782-3815	N/A	melanie.a.johnson.civ@mail.mil

Note: Communication with the Government should start at the lowest possible level.

ATTACHMENT 0002: Contractor Point of Contact (POC)

Contract	W52P1J-14-D-0014
Contractor Name	Savi Technology, Inc.

Title	Name	Phone #	Cell Phone #	E-mail
Account Executive	Demetri Papoulias	571-227-7927	571-296-6381	dpapoulias@savi.com
Account Executive	Henry Bermudez	571-227-2948	703-220-1503	hbermudez@savi.com
VP, Business Operations	Rosemary Johnston	571-227-7918	571-309-7880	rjohnston@savi.com
VP, Federal Sales	Jeff Kinney	work is cell >>>	913-940-0676	jkinney@savi.com
SVP, Sales	Scott Shaul	571-227-7949	703-300-5525	sshaul@savi.com

Note: If any of the Contractor POC information changes, the Contractor shall submit a revised POC attachment to the Contracting Officer.

*** END OF NARRATIVE J0001 ***