

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1 CONTRACT ID CODE | PAGE OF PAGES |
|---|---------------------------------|--|--|---|---------------------------------|
| | | | | U | 1 3 |
| 2 AMENDMENT/MODIFICATION NO P00003 | 3 EFFECTIVE DATE 25-May-2011 | 4 REQUISITION/PURCHASE REQ NO 1300146528-0001 | 5 PROJECT NO (If applicable) | | |
| 6 ISSUED BY NAVAL AIR WARFARE CENTER AD (PAW) 25.1.83 BLDG 441 21983 BUNDY ROAD PATUXENT RIVER MD 20670 | CODE N00421 | 7 ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001 | | CODE S0107A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) WYLE LABORATORIES, NC. TAMMY SPARKS 7800 HWY 20 W HUNTSVILLE AL 35806-2049 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. N00421-10-C-0059 | |
| CODE 28360 | | | | X 10B. DATED (SEE ITEM 13) 01-Sep-2010 | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. | | | | | |
| <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement of Both Parties | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office. | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: rverss117009 The purpose of this modification is to add NAVAIR Clause 5252.242-9502, entitled "Technical Direction". All other terms and conditions remain unchanged and in full force and effect. | | | | | |
| 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) DAN ELL CHAMBERS / CONTRACTING OFFICER TEL: 301-757-7104 EMAIL: daniel.chambers@navymil | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer) | | 16C. DATE SIGNED 31-May-2011 |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (APR 2011)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or SeaPort-e Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract".

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

(End of Summary of Changes)

The following items are applicable to this modification:

CONTACT INFORMATION

Issuing Office Point of Contact: Senequa Rivers, Contract Specialist

(301)757-5915

Senequa.rivers@navy.mil

