

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. F00001	3. EFFECTIVE DATE 11-Jan-2010	4. REQUISITION/PURCHASE REQ. NO. 1300119241-0002		5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 254100D ATTN: T. AGEE (760) 939-2459 429 E BOWEN RD. STOP 4015 CHINA LAKE CA 93555-6108	CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA PHOENIX 40 NORTH CENTRAL AVE SUITE 400 TWO RENAISSANCE SQUARE PHOENIX AZ 85004-4400		CODE S0302A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MANAGEMENT AND ENGINEERING TECHNOLOGIES RENARD JOHNSON 8600 BOEING DR EL PASO TX 79925-1226				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-09-C-0137	
				X 10B. DATED (SEE ITEM 13) 21-Sep-2009	
CODE 1LX23		FACILITY CODE			
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. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.233-3, PROTEST AFTER AWARD.					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: ageet10667 The reason for this modification is to change the effective and ending dates of the contract. Phase-in shall be complete by 29 January 2010.					
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) DIANE E FOUCHER / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8160 EMAIL: diane.foucher@navy.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Diane E. Foucher</u> (Signature of Contracting Officer)		16C. DATE SIGNED 11-Jan-2010

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2009 TO 30-SEP-2012	N/A	COMMANDER, NAWCWD (b)(6) (CODE 418000D) 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100 (b)(6) FOB: Destination	N60530

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-JAN-2010 TO 10-JAN-2013	N/A	COMMANDER, NAWCWD (b)(6) CODE 418300D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100 (b)(6) FOB: Destination	N60530

The following Delivery Schedule item for SUBCLIN 000101 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2009 TO 30-SEP-2015	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-JAN-2010 TO 10-JAN-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

POP 01-OCT-2009 TO 30-SEP-2012 N/A N/A
FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-JAN-2010 TO 10-JAN-2013	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2012 TO 30-SEP-2014	N/A	COMMANDER, NAWCWD (b)(6) CODE 418300D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100 (b)(6) FOB: Destination	N60530

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-JAN-2013 TO 10-JAN-2015	N/A	COMMANDER, NAWCWD (b)(6) CODE 418300D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100 (b)(6) FOB: Destination	N60530

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2012 TO 30-SEP-2014	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-JAN-2013 TO 10-JAN-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2012 TO 30-SEP-2014	N/A	COMMANDER, NAWCWD (b)(6) CODE 418300D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100 (b)(6) FOB: Destination	N60530

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-JAN-2013 TO 10-JAN-2015	N/A	COMMANDER, NAWCWD (b)(6) CODE 418300D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100 (b)(6) FOB: Destination	N60530

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	2
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 28-Jan-2010	4. REQUISITION/PURCHASE REQ. NO. 1300119241-0002		5. PROJECT NO. (If applicable)	
6. ISSUED BY CDR NAWCWD CODE 254100D ATTN: T. AGEE (760) 939-2459 429 E BOWEN RD. STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA PHOENIX 40 NORTH CENTRAL AVE SUITE 400 TWO RENAISSANCE SQUARE PHOENIX AZ 85004-4400		CODE S0302A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MANAGEMENT AND ENGINEERING TECHNOLOGIES RENARD JOHNSON 8600 BOEING DR EL PASO TX 79925-1226				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-09-C-0137		
				X 10B. DATED (SEE ITEM 13) 21-Sep-2009		
CODE 1LX23		FACILITY CODE				
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: (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 CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Bilateral - Mutual Agreement of the Parties						
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: ageet10845 The purpose of this modification is to add the Quality Assurance Surveillance Plan (QASP) as an attachment in Section J to the contract. See page 2 herein. The hard copy of this modification was signed by both parties on January 28, 2010, therefore that is the effective date.						
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) DIANE E FOUCHER / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8160 EMAIL: diane.foucher@navy.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Diane E. Foucher</u> (Signature of Contracting Officer)		16C. DATE SIGNED 02-Feb-2010	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF DOCUMENTS, EXHIBITS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD-254	3	09/15/09
Attachment 2	Wage Determination	10	03/23/09
Attachment 3	QASP	3	06/11/09
Exhibit A	CDRLs	13	03/10/09

(End of Summary of Changes)

Quality Assurance Surveillance Plan (QASP)

Evaluation Method
 Upon completion of each test program or fabrication effort contractor performance will be evaluated to determine whether it was Satisfactory or Less than Satisfactory according to the Acceptable Quality Level of this QASP.

Performance Objective	Performance Standard	Acceptable Quality Level	Inspection Type and Frequency	Incentive or Remedy
<p>Quality Fabrications built meet or exceed drawing and/or specification requirements.</p>	<p>Tests are executed in accordance with the test plan. All test data is collected and distributed to the customer and other appropriate personnel as required by the Test Plan.</p>	<p>Satisfactory Planning, logistics, fabrication efforts, test pad set up, and test execution successfully deliver data as required by the test plan.</p> <p>No complaints from customers regarding test data.</p> <p>100% of fabrications built correctly the first time.</p> <p>100% of test set ups and pad layouts are accomplished without breakage, and according to test plans.</p>	<p>Fabrication Inspection Performance against fabrication requirements will be evaluated as part of the inspection and acceptance procedure for each fabrication.</p> <p>Fabrications will be inspected for adherence to drawings and specifications upon completion. All fabrications requiring 100 labor hours or more will be accepted in writing. Contractor performance will be documented in the acceptance form.</p> <p>NOTE: The government reserves the right to require the written acceptance and contractor evaluation process for fabrications requiring less than 100 labor hours when the government determines the fabrication to be critical.</p>	<p>Satisfactory: Fixed Fee</p> <p>Less Than Satisfactory: 0% of Fixed fee, and negative CPARS input.</p> <p>Clause 52.246-5 "Inspection of Services—Cost Reimbursement" will be implemented as follows:</p> <p>Nonconforming services shall be reperfomed to come into conformance, only if the Government determines that the benefits of reperformance will justify its costs. Fee will not be paid for reperformance.</p>
<p>Test planning, logistics, fabrication, test set up, and test execution are conducted to ensure test data is collected in accordance with test plan requirements to ensure objectives are met.</p>	<p>Fabrication Efforts are completed while meeting all requirements and/or specifications.</p>	<p>Less Than Satisfactory Performance is identified as nonconforming services defined in contract clause 52.246-5 "Inspection of Services—Cost Reimbursement."</p> <p>Nonconforming services include: All data required by test plan is either not collected or delivered.</p> <p>Test is not executed according to Test Plan.</p>	<p>Test Inspection Performance against test objectives, including planning, logistics, fabrication, test set up and test execution, will be evaluated in post test reviews following completion of each test.</p> <p>Test set up and test execution will be inspected for adherence</p>	<p>When reperformance is not beneficial, the Government may require the contractor to ensure nonconformance does not occur in the future. Fee will not be paid on the nonconforming services, and the Contractor shall credit the Government for any unearned fee vouchered.</p> <p>Failure to correct performance may result in the government choosing to not exercise the options of the contract.</p>
<p>Dissatisfied customers, damaged fixtures, test articles, components or equipment.</p>	<p>Dissatisfied customers, damaged fixtures, test articles, components or equipment.</p>	<p>Dissatisfied customers, damaged fixtures, test articles, components or equipment.</p>	<p>Test Inspection Performance against test objectives, including planning, logistics, fabrication, test set up and test execution, will be evaluated in post test reviews following completion of each test.</p> <p>Test set up and test execution will be inspected for adherence</p>	<p>When reperformance is not beneficial, the Government may require the contractor to ensure nonconformance does not occur in the future. Fee will not be paid on the nonconforming services, and the Contractor shall credit the Government for any unearned fee vouchered.</p> <p>Failure to correct performance may result in the government choosing to not exercise the options of the contract.</p>

	<p>to test plan, test objectives and test data. Contractor performance will be documented in writing as part of the post test review.</p>		
<p>Satisfactory: Fixed Fee</p>	<p>Less Than Satisfactory: 0% of Fixed fee, and negative CPARS input.</p>	<p>Satisfactory Test programs and/or fabrication projects are completed on schedule. Any delays are not the fault of the contractor.</p> <p>Less Than Satisfactory Test program and/or fabrication schedules were significantly impacted by contractor performance issues.</p>	<p>Schedule The Contractor shall support timely completion of test plans and/or fabrication projects.</p>
<p>Clause 52.246-5 "Inspection of Services—Cost Reimbursement" will be implemented as follows:</p>	<p>Fabrication Inspection Performance of fabrication schedule requirements will be evaluated as part of the inspection and acceptance procedure for each fabrication. All fabrications requiring 100 labor hours or more will be accepted in writing. Contractor performance will be documented in the acceptance form. NOTE: The government reserves the right to require the written acceptance and contractor evaluation process for fabrications requiring less than 100 labor hours when the government determines the fabrication to be critical.</p>		
<p>When reperformance is not beneficial, the Government may require the contractor to ensure nonconformance does not occur in the future. Fee will not be paid on the nonconforming services, and the Contractor shall credit the Government for any unearned fee vouchered.</p>	<p>Test Inspection Performance against test schedule objectives, including planning, logistics, fabrication, test set up and test execution, will be evaluated in post test reviews following completion of each test. Test set up and test execution will be inspected for adherence to test schedule objectives. Contractor performance will be documented in writing as part of the post test review.</p>		
<p>Failure to correct performance may result in the government choosing to not exercise the options of the contract.</p>			

	<p>Satisfactory Expenditures support the quality of test products and operations outcomes required for successful completion of test programs.</p> <p>Less Than Satisfactory Expenditures under the contract do not support the quality of test products and operations outcomes required for successful completion of test programs.</p>	<p>Fabrication Inspection Cost performance against fabrication requirements will be evaluated as part of the inspection and acceptance procedure for each fabrication. All fabrications requiring 100 labor hours or more will be accepted in writing. Contractor performance will be documented in the acceptance form.</p> <p>NOTE: The government reserves the right to require the written acceptance and contractor evaluation process for fabrications requiring less than 100 labor hours when the government determines the fabrication to be critical.</p> <p>Test Inspection Cost performance against test objectives, including planning, logistics, fabrication, test set up and test execution, will be evaluated in post test reviews following completion of each test.</p> <p>Test set up and test execution will be inspected for adherence to test cost estimates. Contractor performance will be documented in writing as part of the post test review.</p>	<p>Satisfactory: Fixed Fee Less Than Satisfactory: 0% of Fixed fee, and negative CPARS input.</p> <p>Clause 52.246-5 "Inspection of Services—Cost Reimbursement" will be implemented as follows:</p> <p>Nonconforming services shall be reperfomed to come into conformance, only if the Government determines that the benefits of reperformance will justify its costs. Fee will not be paid for reperformance.</p> <p>When reperformance is not beneficial, the Government may require the contractor to ensure nonconformance does not occur in the future. Fee will not be paid on the nonconforming services, and the Contractor shall credit the Government for any unearned fee vouchered.</p> <p>Failure to correct performance may result in the government choosing to not exercise the options of the contract.</p>
<p>Cost The Contractor shall meet performance objectives in a cost effective manner and ensure that incurred costs and hours are consistent with the value of services received by the government.</p>		<p>The combination of planning, logistics, fabrication, test set up, test execution, and test clean up efforts are conducted within the estimate for the overall test or fabrication effort. The value received is commensurate with the cost expended.</p>	