

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 29-Apr-2010	4. REQUISITION/PURCHASE REQ. NO. Various	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 paulette.bowman@navy.mil 301-744-6663	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) J.F. Taylor, Inc. 21610 South Essex Drive Lexington Park MD 20653-4239		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4397-FG01
		10B. DATED (SEE ITEM 13) 30-Aug-2006
CAGE CODE 8V704	FACILITY CODE 114358625	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy 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 ACKNOWLEDGEMENT 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)
SEE SECTION G

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) UNILATERAL, 52.232-22, LIMITATION OF FUNDS

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Denise E Johnson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Denise E Johnson	16C. DATE SIGNED 29-Apr-2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCED-BASED

STATEMENT OF WORK ENGINEERING, TECHNICAL AND PROGRAMMATIC SUPPORT SERVICES

FOR TRAINING AND MISSION SYSTEM

REQUIREMENTS

1.0 GENERAL

1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center (IHD/NSWC) has a requirement to assist the Navy and Army with engineering, technical and programmatic support services for their aerial training, electronic system development, and mission system acquisition and testing requirements.

1.2 Background (For Information Purposes Only)

The Naval community requires total life cycle support, which includes engineering, test and evaluation and program management resources. These resources support many engineering activities including aircraft flight testing, aircraft ground testing, installed system testing, research and development, test and evaluation, operational testing, and training. These resources also include principal test assets such as the Manned Flight Simulator (MFS), the Electronic Stimulation (ECStim) laboratories, the Advanced Systems Integration Laboratory (ASIL), the Surface/Aviation Interface Laboratory (SAIL), the Real-Time Telemetry Systems, and the Chesapeake Test Range. These resources provide aircraft simulation, aircraft stimulation, environmental simulation, training, and test and evaluation support to the Navy and Army.

1.3 Scope

The purpose of this requirement is to provide engineering, technical and programmatic support services to the Navy and Army to include systems engineering, modeling and simulation, prototyping, system design support, software engineering, testing, installation, training, and program management support. These efforts will support simulations, stimulations, and testing for programs such as Joint Primary Aircraft Trainer System (JPATS), Joint Strike Fighter (JSF), H-47, Terrain Avoidance Warning System (TAWS), V-22, Common Avionics, Air Traffic Control/Combat Identification System (ATC/CIS), Communications, Navigation, Surveillance/Air Traffic Management (CNS/ATM), Multi-Mission Helicopter (MMH), Heavy Lift Replacement, Joint Precision Approach and Landing System (JPALS), and other related aerial and mission system programs.

2.0 REQUIREMENTS

2.1 Engineering and Technical Support

2.1.1 Analysis and Design

The contractor shall provide system analysis, design, prototype, refurbishment, and documentation of system for aerial training and electronic devices. The contractor shall provide requirements analysis and evaluation of technical/cost/schedule risk in support of the development of aerial training and electronic device design and fabrication. The contractor shall provide data collection and effectiveness/efficiency analysis of existing aerial training and electronic devices.

The contractor shall provide system engineering services in support of Communications, Navigation, and combat Identification programs. Engineering support includes system concept, development, implementation, system

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integration, attending design reviews, and preparing and reviewing system engineering documentation.

The contractor shall provide engineering and technical services in support of aerial training and mission system programs to include software requirements, software design, software development, software testing, hardware/software integration and testing, and software documentation. The contractor shall provide engineering and technical services in support of aerial training and testing laboratories and facilities to include network design and development, system administration, and network accreditation documentation.

2.1.2 Modeling and Simulation

The contractor shall provide modeling and simulation services in support of the Manned Flight Simulator, Surface/Airborne Interoperability Lab, Electronic Stimulation Lab, and other aerial laboratories and program management activities (PMAs). Modeling and simulation support includes the design, development, and implementation of software models, emulators, simulators, and stimulators.

2.1.3 Research, Development, Test and Evaluation (RDT&E)

The contractor shall provide RDT&E engineering and technical services and acquisition systems engineering services in support of Communications, Navigation, Combat Identification, and other avionics programs. Engineering support includes system concept, development, implementation, system integration, developmental and operational testing, and fleet support. T&E engineering support shall include test preparation and planning, test coordination and analysis, and test reporting, as well as test asset, laboratory, instrumentation, and data reduction/analysis support that shall include development, installation, maintenance, and operation support. Systems engineering support shall include development and presentation of engineering assessment and recommendations regarding developmental issues through discussions, briefings, position papers, and other planning documents as necessary.

The contractor shall provide RDT&E and acquisition engineering and technical services in support of Commercial Air Services programs that support fleet training and testing requirements. Engineering and technical support includes requirements management, planning and coordination, emitter development, installation and operation, and instrumentation installation and operation.

2.1.4 Acquisition Engineering Support

The contractor shall provide acquisition systems engineering services in support of Communications, Navigation, Combat Identification, and other avionics programs. Acquisition engineering support shall include development and presentation of engineering assessment and recommendations regarding developmental issues through discussions, briefings, position papers, and other planning documents as necessary. Acquisition engineering support shall also include drafting, review, and study of specifications, system design and interface documents, and other acquisition/development documentation, to assess program risk and eventual expected system effectiveness and suitability.

The contractor shall provide acquisition engineering in support of Commercial Air Services programs that support fleet training and testing requirements. Acquisition engineering support includes requirements management and planning and coordination.

2.1.5 Prototyping

The contractor shall provide engineering and technical services in the design, fabrication, testing, evaluating and operating prototype RDT&E tools and training devices. These tools include test instrumentation, electronic devices, stimulators, simulators, and training devices. These services and tools will be provided in support of aerial laboratories such as the Manned Flight Simulator, Surface/Airborne Interoperability Lab, and the Electronic Stimulation Lab, which are located at the Patuxent Naval Air Station in Patuxent River, Maryland.

2.2 Testing Support

2.2.1 System Testing

The contractor shall provide planning and test execution support for the aerial training and electronic devices. The

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contractor shall assist the Government with the test program, which shall be designed to verify that the devices and the integration of all subsystems and equipment meet technical and operational requirements. The contractor shall provide support for the development of Trainer Acceptance Procedures and Trainer Test Procedures and Results Reports for the devices. These tests shall verify that designated trainer and equipment system comply with the design requirements.

2.2.2 Distributed Event Testing

The contractor shall provide engineering and technical support for the development and execution of Multi-Service Distributed Events (MSDE), such as the Army coordinated Virtual Flag distributed events. The contractor shall assist with the development of the event requirements, interface protocol requirements, and simulation requirements. The contractor shall assist in the development, modification, and integration of simulation, emulation, and stimulation capabilities to meet the MSDE requirements. The contractor shall support the operation of the assets during the test events.

2.2.3 Interoperability Testing

The contractor shall provide engineering and analytical support for the test and evaluation of systems developed under joint programs, such as JSF and JPALS, to ensure interoperability and system requirements are met.

2.3 Installation Support

2.3.1 Systems Installation

The contractor shall provide planning and technical support for the installation of trainers and system equipment to meet program requirements. The contractor shall install the trainers and systems at government designated sites and checkout, test, and provide total maintenance support for the trainers and equipment systems (including materials and equipment) until final Government acceptance. The contractor shall ensure that the trainers and system equipment perform in accordance with specifications as required after installation.

2.3.2 Relocation

The contractor shall assist with examining and conducting an inventory and testing of the specified existing trainers and provide a report of the equipment, including spares and manuals. The contractor shall de-install, disassemble, and pack the trainer in such a manner so as to prevent damage that may be incurred in transit and storage. The contractor shall be responsible for the transportation of the trainer to the new site. At the designated new site, the contractor shall unpack, inventory, reassemble and install the trainer. The contractor shall retest the trainer to demonstrate that it performs to the results of the test conducted prior to disassembly at the original site.

2.3.3 Operations and Maintenance Support

The contractor shall provide engineering and technical support in the operation, maintenance and modernization of facilities and instrumentation at aerial laboratories such as the Manned Flight Simulator, Surface/Airborne Interoperability Lab, and the Electronic Stimulation Lab. The contractor shall provide support to the Manned Flight Simulator simulation stations, PSA T&E laboratory, telemetry systems utilized in the T&E platforms and the Navy and Army related facilities and laboratories.

2.4 Training

The contractor shall provide training to personnel designated by the Government in the proper operation of the trainers and simulators test and support equipment systems. Such training shall be conducted in three steps: documentation familiarization, initial hands-on training, and advanced hands-on training in system utilization.

The contractor shall provide Government representatives on-the-job training (OJT) when inspecting and disassembling as well as when assembling and reinstalling the trainers. Government personnel will be observing the process so they may be better equipped to operate and maintain the system.

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2.5 Program Management Support

2.5.1 Program Management

The contractor shall provide program management, financial and administrative support to the aerial and test programs and laboratories. The contractor shall assist with developing technical program planning and control documents. The contractor shall review, analyze, revise, and update program documentation and prepare draft changes/draft documentation to such documents. The contractor shall produce and update documentation/presentation materials such as view graphs, brochures, letters and other briefing material to support program/project objectives.

2.5.2 Configuration Management (CM)

The contractor shall provide configuration management support for aerial and test projects and programs. The contractor will provide support for metrics collection and analysis. The contractor shall provide program management, financial and administrative support to the programs and laboratories.

2.5.3 Conferences, Meetings, Reviews

The contractor shall provide support and participate in conferences, meetings, and reviews to include: Orientation Conference, In-Progress Reviews (IPRs), Preliminary Design Reviews (PDRs), and Critical Design Reviews (CDRs). The contractor shall be responsible for preparing meeting agendas and minutes as required.

3.0 DELIVERABLES

3.1 The contractor shall submit monthly status reports, which are due on the 10th of each month and shall be submitted to: Indian Head Division/Naval Surface Warfare Center, 101 Strauss Avenue, Building 303, Indian Head, MD 20640-5035 Attn: Code CAC1. These reports shall include the following elements:

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Man-hours expended by discipline for the reporting period, and cumulatively during the task order
- Cost curves portraying actual/projected conditions through the task order
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this task order
- Trips and significant results
- Plans for activities during the following period

3.2 The contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as are requisites to the various task activities of the contract. Contractor shall provide a listing keyed to specific tasks identifying the minimum reporting deliverables associated with each task. Reporting should be in sufficient detail and of a quality to meet relevant commercial standards and will include, but not be limited to:

- Technical reports, instructional/training documentation, courseware, data compilations, and data surveys,

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evaluations, and analyses

- Testing procedures, requirements, assessments, calibrations, and schedules
- Specifications, tabulations, engineering drawings, designs, concepts, diagrams, and circuits
- Maintenance requirements, guidelines, schedules, procedures, instructions, corrective actions, etc.
- Conference agenda, conference minutes, and presentation materials
- Purchase descriptions, proposals, equipment illustrations, program planning, support, and budget documentation and funding plans

4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED

INFORMATION (GFI)

GFE and GFI may be required for completion of tasks under this Statement of Work. Specific GFE/GFI details will be provided in Technical Instruction issued under this task order.

Both the contractor and the designated Task Order Manager (TOM) will maintain accountability and inventory records.

5.0 TRAVEL

The Contractor shall be required to travel in performance of this Task Order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Officer for each individual task and the COR.

6.0 SECURITY

Key Personnel associated with this task order may be required to have a DoD "secret" clearance. The contractor may have access to information and compartments with a "Secret" classification. The contractor must be capable of securely storing up to "Secret" level information in their facility. All deliverables associated with this task order are "unclassified" unless otherwise specified.

7.0 DISCLAIMER

All reports resulting from this task order shall contain the following disclaimer statement on the cover of such reports:

"The views, opinions and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

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SECTION D PACKAGING AND MARKING

SEE THE BASIC CONTRACT

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SECTION E INSPECTION AND ACCEPTANCE

SEE THE BASIC CONTRACT

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SECTION F DELIVERABLES OR PERFORMANCE

SECTION F DELIVERIES OR PERFORMANCE

The basic effort to be performed under this contract, shall be completed within a period of (24 months) from the base year, with two (2) one year options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the offeror's basic Sea-Port E contract.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Ordering Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY DATE OF OBSERVANCE

New Year's Day 01 January

Martin Luther King's Birthday 19 January

President's Day 16 February

Memorial Day 31 May

Independence Day 5 July

Labor Day 6 September

Columbus Day 11 October

Veteran's Day 11 November

Thanksgiving Day 25 November

Christmas Day 24 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Procurement Department and Receiving Office are as follows:

AREA FROM TO

Procurement Department(BLDG. 1558) 7:30 A.M. 4:00 P.M.

Receiving Office (BLDG. 116) 7:30 A.M. 11:00 A.M.

12:30 P.M. 2:00 P.M.

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If you intend to visit the Procurement Department, it is advised that you call for an appointment at least 24 hours in advance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this task order:

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

OPTION TO EXTEND THE TERM OF THE TASK ORDER

- (a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 48 months.

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SECTION J LIST OF ATTACHMENTS

Section L (removed at time of award)

Section M (removed at time of award)

Relevant Experience Matrix (removed at time of award)

Past Performance Matrix (removed at time of award)

Past Performance Questionnaire (removed at time of award)

Cost Summary Format (removed at time of award)

Contract Administration Plan (CAP)

Wage Determination

DD 254

Revised Wage Determination for award No. 1994-2103, Revision 35 dated 5/23/2006 (copy of Wage Determination can be found under the attachments tab).

The contractor's Subcontracting Plan is hereby incorporated and made a part of this task order.

Wage Determination - Revision No. 8, Dated 5/26/2009