

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 45	3. EFFECTIVE DATE 26-May-2010	4. REQUISITION/PURCHASE REQ. NO. 1300158937, 1300160130, 1300160134, 1300	5. PROJECT NO. (if applicable) N/A
6. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 john.bohner@navy.mil 301-757-9708 Ext. 9708	CODE N00421	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)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4397-M801
CAGE CODE 8V704	FACILITY CODE 114358625
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
[X] 10B. DATED (SEE ITEM 13) 01-Mar-2007	

[] 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) FAR 43.103(b) and FAR 52.232-22

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) Colleen G Coombs, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Colleen G Coombs (Signature of Contracting Officer)	16C. DATE SIGNED 26-May-2010
(Signature of person authorized to sign)			

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 17 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 INTRODUCTION

1.1 Background

The Naval Air Warfare Center, Aircraft Division (NAWCAD), Integrated Battlespace Simulation and Test (IBST) Department, Aircraft Simulation Division (ASD) requires services to support the management, operation, and development of the Manned Flight Simulator Facility and associated aircraft flight simulator systems, subsystems and interfaces.

The ASD was established to provide joint and service customers with aircraft flight simulation expertise, systems and facilities necessary to support aircraft and weapon system research, development, test and evaluation (RDT&E), and prototype training systems simulator design and development.

The ASD manages, operates, sustains, and upgrades the Manned Flight Simulator (MFS) Facility, the pilot-in-the-loop component of the Air Combat Environment Test and Evaluation Facility (ACETEF). The ACETEF is a ground test facility whose primary purpose is to test installed aircraft systems in an integrated multi-spectral warfare environment using state-of-the-art simulation and stimulation technology.

The MFS facility and associated staff, simulators, stimulators and equipment are primarily utilized to support:

- Flight test rehearsal
- Flight test plan formulation and verification
- Flight test team coordination training
- Aircrew proficiency training
- Naval Air Training & Operating Procedure & Standard (NATOPS) training
- Avionics integration testing
- Installed systems testing
- Hardware-in-the-loop testing
- Human factors evaluations
- Mission effectiveness evaluations
- Flying qualities and performance evaluations and analysis
- Concept of operations development
- Accident and incident investigations
- Prototype training system simulator development

1.2 Scope

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 18 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The scope for this task order is for uninterrupted technical, engineering and other services, materials, and supplies for the operation, maintenance, and development of all ASD facilities.

General areas of work include:

- Programmatic and management support for the development of management plans and strategies, management controls processes, and management and program documentation.
- Operations and maintenance support for real-time pilot-in-the-loop aircraft simulation facilities.
- Engineering and technical support for the planning, design, development, manufacture and/or modification, testing and fielding of aircraft flight simulators and their associated facilities, systems and subsystems.
- Integration engineering and technical support to assist in maintaining connectivity and interoperability of ASD systems and labs to other live, virtual and constructive systems, labs and facilities.

2.0 APPLICABLE DOCUMENTS

2.1 M100R0023, "MFS ET System Engineering Process Document" should be utilized as guidance in satisfying the requirements identified in paragraph 3.0, and will be employed in the determination of meeting acceptable levels of performance. Deviations shall be approved the Task Order Manager (TOM).

3.0 PERFORMANCE REQUIREMENTS

3.1 Programmatic and Management Support – The Contractor shall:

3.1.1 Review and recommend development and/or modifications of program and management plans and strategies, management control applications and processes, and project schedules and milestones. Recommendations shall be in accordance with applicable directives, budgets, implementation requirements, and program schedules.

3.1.2 Develop and/or review, analyze, modify, and produce ASD program management and technical reports, presentations, brochures, white papers and deliverable documentation to support program/project objectives.

3.1.3 Provide technical tours of ASD facilities and provide capability presentations to potential facility users. All tours and capability briefs must have prior approval of the TOM.

3.1.4 Provide support for an ASD hosted Simulation Technology Class to include production of training manuals, preparation of classroom and facilities, curriculum development, and class instruction.

3.1.5 Maintain, upgrade, modify, and develop facility system databases, which include facility and simulator schedules, utilization, availability and reliability data, maintenance actions, and other life cycle support information.

3.2 Simulation Facility Operations and Maintenance Support – The Contractor shall:

3.2.1 Operate and maintain ASD simulators, stimulators, equipment, interfaces and facilities in accordance with the document identified in paragraph 2.1.

3.2.2 Operate ASD simulation equipment, including but not limited to, simulation cockpits, visual image generators, collimated and real-image visual display systems, motion cueing systems, aural cueing systems, instructor operator stations, hardware-in-the-loop equipment racks, real-time audio, video and data networks, data acquisition systems, cable harnesses, instrumentation connections, and other interfaces (hardware, fiber optic, coaxial, etc.) in accordance with approved standard operating procedures to ensure simulation event objectives are met.

3.2.3 Maintain aircraft simulation equipment, including but not limited to, simulation cockpits, visual image generators, collimated and real-image visual display systems, motion cueing systems, aural cueing systems, instructor operator stations, hardware-in-the-loop equipment racks, real-time audio, video and data networks, data acquisition systems, cable harnesses, instrumentation connections, and other interfaces (hardware, fiber optic,

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 19 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

coaxial, etc.) to ensure readiness for simulation test events.

3.2.4 Provide simulation session pre-event, event, and post-event technical support. This support shall include, but not be limited to, equipment staging and configuration, system calibration, system readiness checks and simulation equipment operation.

3.2.5 Provide system and network administration and maintenance support for all ASD non Navy-Marine Corps Internet (NMCI) classified and unclassified computer systems and networks.

3.2.6 Maintain electronic schedules of simulation labs, systems and equipment to include system operational status and maintenance events.

3.2.7 Provide support to ensure compliance with safety, hazardous material control, and waste management programs in accordance with the applicable document listed in Section 2.1.

3.2.8 Provide facility access control support to include processing of visit requests, visitor identification checks, verification of security clearance, and issuance of appropriate access badges and visitor identification.

3.2.9 Provide material handling support to include material packaging, handling, transportation, and shipping & receiving. The contractor shall maintain documentation for the receipt or shipment of all material in and out of ASD facilities.

3.2.10 Maintain the electronic inventory of all ASD major and minor plant property to include location and disposition.

3.2.11 Maintain a Government owned, multimedia technical data management library. The library consists of, but is not limited to, technical documents, manuals, test plans, test reports, test data, design documentation, software, optical and magnetic computer & audio/visual media, and product user licenses.

3.2.12 Provide visitor escort support to personnel such as maintenance personnel, vendors and others who have an official requirement to be in ASD spaces but do not have the appropriate security clearance. Escorting of visitors shall be in accordance with NAVAIR, NAWC-AD and NAS Patuxent River directives and instructions identified in paragraph 12.5 and 13.0.

3.2.13 Modify and maintain facility equipment and spaces that support simulation program/project objectives.

3.2.14 Provide janitorial services for the ASD facilities. The services include, but are not limited to, sweeping, mopping, vacuuming, trash removal, polishing, window washing, floor waxing and buffing, carpet shampooing, restroom cleaning, and other cleaning duties. Most spaces are at or above the GENSER secret security level.

3.3 Aircraft Flight Simulator Development and Modification Support – The Contractor shall:

3.3.1 Provide overarching systems engineering and technical support for the planning, design, development and/or modification, manufacture, procurement, testing and fielding of aircraft flight simulators and their associated facilities, systems and subsystems. Applicable documents in Section 2.0 may be used as guidance to meet Contractor minimum acceptable performance criteria.

3.3.2 Provide software engineering, design, development, modification and maintenance support for aircraft simulation applications including, but not limited to: aerodynamic models, avionics models, sensor and weapon models, instructor/operator station software, cockpit display simulations and emulations, visual, motion, and aural cueing systems, and simulator/stimulator interfaces and gateways. Applicable documents in section 2.0 may be used as guidance to meet Contractor minimum acceptable performance criteria.

3.3.3 Provide mechanical and electrical engineering, design, development, modification, manufacture, assembly, and maintenance support for aircraft simulation applications including, but not limited to: simulator cockpits and crew-stations, instructor operator station consoles, out-the-window visual display systems, motion cueing systems, control loading systems, hardware-in-the-loop equipment racks, and real-time, audio, video, digital data networks, and mobile simulator enclosures. Applicable documents in Section 2.0 may be used as guidance to meet Contractor

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 20 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

minimum acceptable performance criteria.

3.3.4 Design, develop, and modify visual out-the-window and sensor image generator databases. Applicable documents in Section 2.0 may be used as guidance to meet Contractor minimum acceptable performance criteria.

3.3.5 Provide engineering and life cycle documentation support for ASD hardware and software development projects. The Contractor shall create, edit, update or modify documentation which may include, but is not limited to, design documents, two-dimensional and three-dimensional mechanical assembly drawings, electrical schematics and wiring assembly drawings, parts lists, technical manuals, testing procedures, operator and user manuals, and maintenance manuals. Applicable documents in section 2.0 may be used as guidance to meet Contractor minimum acceptable performance criteria.

3.3.6 Provide hardware and software configuration management (CM) support for simulation facility operations and simulator development projects in accordance with approved procedures. Make recommendations for the development or modification of program configuration management plans in accordance with applicable directives, project requirements, and budgets. Applicable documents in section 2.0 may be used as guidance to meet Contractor minimum acceptable performance criteria.

3.4 Integration Engineering and Technical Support – The Contractor Shall

3.4.1 Provide Integration Engineering and Technical support to maintain connectivity and interoperability of ASD systems and labs to other live, virtual and constructive systems, labs and facilities.

3.4.2 Design, develop, fabricate, update, modify, acquire, operate, and maintain the hardware and software necessary to allow ASD facilities to connect to, and interoperate with, systems, laboratories, and simulation facilities worldwide.

3.4.3 Provide distributed simulation event support including event/exercise planning, coordination and management, interface software development and/or maintenance, and network configuration and management.

4.0 TRAVEL

4.1 The Contractor may be required to travel in performance of this task order. Costs associated with travel and lodging shall be reimbursed in accordance with the Joint Travel Regulations (JTR).

4.2 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 Manager for each individual task and the TOM.

4.3 Travel may include, but is not limited to, various Contractor facilities, Navy facilities, DOD facilities, other government agency offices (e.g. Federal Aviation Administration, test ranges, operational activities, project / program offices, and intelligence & support activities), simulation conferences, and seminars.

5.0 DELIVERABLE PRODUCTS

5.1 The Contractor shall provide a monthly financial summary in accordance with CDRL A001. The report shall include the project status, labor hours expended, labor category, material, travel, and other costs. The financial summary reports shall be delivered by the 10th day of the following month. The report shall be subdivided by each assigned Project Number and shall list the total cost of the specific project, the amount funded (by CLIN), the amount expended (by CLIN), and the total amount remaining to be expended. The report will detail the monthly labor hours and charges per each person supporting that project, and the total material items (and their cost) shall be listed.

5.2 The Contractor shall provide a monthly progress report, in accordance with CDRL A002, detailing the status of work accomplished for each project. The progress report shall list the monthly accomplishments and upcoming objectives for the project/TDL. The report shall be delivered by the 10th of the month following the reporting period.

These reports shall include the following elements:

- Contractor's name and address

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 21 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Contractor 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

5.3 As requisites to the various task activities of the contract, the contractor shall provide additional reporting, documentation, schedules, illustrations and drawings in accordance with CDRL A003. Deliverable requirements shall be determined during task definition. 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 ISO guidelines / standards and shall include, but not be limited to:

- Technical reports, instructional/training documentation, courseware, data compilations, and data surveys, evaluations, and analyses
- Testing procedures, requirements, assessments, calibrations, and schedules
- Hardware and Software engineering requirements, specifications, tabulations, drawings, designs, concepts, diagrams, circuits and source code.
- 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

6.0 GOVERNMENT FURNISHED PROPERTY AND SPACES

6.1 Most O&M support will be conducted on-site at Patuxent River, Maryland.

6.2 Access to specialized ASD, and other laboratory spaces, equipment and computer facilities will be available to the contractor, on a not to interfere basis, in supporting the requirements of the SOW. During integration tests, the contractor shall schedule for access to the laboratory as required.

6.3 The Government will provide on-site office space where applicable. If Contractor access to NMCI is deemed necessary to provide technical support for any task under this procurement, the Government will provide it.

6.4 The Contractor shall have access to shop tools, spare parts, test equipment required to perform tasking, and laboratory space. The Contractor shall provide basic hand tools utilized in metal component fabrication. Required basic hand tools are based on current industry standards. Government purchases of basic hand tools will require COR, or designated representative approval.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 22 of 65	FINAL
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7.0 OFFSITE SUPPORT REQUIREMENTS – The Contractor Shall

7.1 Perform all work on-site unless specifically noted in the Technical Direction Letter.

7.2. Provide all materials, parts, tools, test equipment, components, and subsystems necessary to manufacture fabricate, operate, maintain, or complete any off site requirement in support of this contact.

7.3 The Government does not consider NMCI access offsite a requirement, and will not provide it.

8.0 SECURITY

8.1 Only U.S. citizens may perform under this order. All Contractor personnel supporting tasks under this order must be eligible for a SECRET Security clearance. The highest level of security required for performance of tasks in paragraph 3.0 is TOP SECRET. See Attached DD254.

9.0 NON-DISCLOSURE AGREEMENTS

9.1 In the performance of the contract, the Contractor may have access to non-public proprietary information. The Contractor shall require that any employee performing services under the contract execute a non-disclosure agreement satisfactory to the Task Order Contracting Officer. The non-disclosure agreement shall acknowledge the Contractor and employees' duties with respect to non-public information, and promise to comply with those obligations. A copy of the executed non-disclosure agreements shall be provided to the Government.

9.2 In addition to complying with the terms and conditions of NAVAIR 5252.209-9510(e)(5) with respect to proprietary data of third parties, and DFARS 252.227-7025 with respect to technical data, the Contractor shall use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract only for Government purposes, and shall not do so for any commercial or personal purpose.

9.3 In the event that the Contractor knows of or identifies that it has a commercial interest in the subject matter of any proposed or on-going agreement with respect to which contract services are to be performed, the Contractor shall consider such interest a potential conflict of interest under NAVAIR 5252.209-9510(g) and promptly disclose it to the Contracting Officer.

10.0 IDENTIFICATION BADGES

10.1 Contractor identification badges will be issued by the Government to on-site Contractor personnel. In Accordance With (IAW) NASPAXRIV Instruction 5510.15L, May 31, 2006, identification badges must be displayed at all times. The Contractor shall furnish all requested information required to facilitate issuance of identification badges, and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out Contractor personnel unless all media, including Common Access Cards (CAC) are returned IAW the instruction identified previously in this paragraph.

NOTE: During the execution of the contract requirements, contractor personnel may be required to escort uncleared individuals in the Manned Flight Simulator (or another classified) Facility. The contractor must receive approval from the Task Order Manager (TOM) or his designee before escorting foreign nationals throughout the facilities.

11.0 IDENTIFICATION OF CONTRACTOR PERSONNEL

11.1 Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communication. Similarly, the contractor affiliation shall be identified when answering phone calls, and at the beginning of any meeting or conference where contractor personnel are in attendance.

12.0 INFORMATION TECHNOLOGY SECURITY

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 23 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

12.1 The Department of Navy (DON) Automated Data Processing (ADP) Security Program outlined in OPNAVINST 5239.1B, or the most current version of this instruction, applies to all efforts under this task order.

12.2 Current Government referenced applications will be modernized and all future development will be performed, in accordance with the Navy Enterprise Application Developer's Guide (NEADG), DON/NAVAIR FAM and Task Force Web (TFWeb) mandates. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure as soon as possible. A transition plan will be provided within 60 days. Registration of all Web sites will be completed within 30 days, if not yet completed.

12.3 Any tools developed that will be hosted by NMCI or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

12.4 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (Sep 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering". (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31. (c) The Government will reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

12.5 All Information Assurance (IA) shall be in compliance with the following:

- DoD 5239.1--Introduction to Information Systems Security
- DoD 5239.2--Terms, Abbreviations, and Acronyms
- DoD 5239.3--Designated Approving Authority (DAA) Guidebook
- CJCSI 6211.02B--Defense Information System Network (DISN): Policy Responsibilities and Process of 31 July 2003
- CJCSI 6212.01C--Interoperability and Supportability of Information Technology and National Security Systems
- CJCSI 6250.01A--Satellite communications
- CJCSI 6215.01B--Policy for Department of Defense voice Networks
- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DoDI 8510.bb--DoD Information Assurance certification and Accreditation Process (DIACAP) (DRAFT)
- DoDI 8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP)
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"

13.0 OPSEC PLAN

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 24 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

13.1 The contractor shall provide Operations Security (OPSEC) protection for all classified information and sensitive information, pursuant to the National Security Decision Directive 298 of 22 January 1988. The current editions of DoD manual 5200.1-R and OPNAVINST 3432 should be used as guidance. In order to meet this requirement, the contractor shall develop, implement, and maintain a facility level OPSEC program to protect classified and sensitive information to be used at a contractor's and subcontractor's facilities during the performance of this contract. The Contractor is responsible for subcontractor implementation of the OPSEC program requirements for this task order.

14. 0 STANDARDS OF QUALITY AND TIMELINESS

Quality is measured by the utilization of approved standard operating procedures, a comprehensive understanding and communication of required tasks, and the readiness of ASD simulators, stimulators, equipment, interfaces and facilities. Timeliness is measured by the on time completion of simulation objectives and test events, system performance before, during, and after those events, and customer feedback, both formal and informal. Additionally, timeliness is measured by responsiveness of the PM to new tasks being assigned. Measures of success are: Completion of assigned tasks within established timeframes.

Activity	Standard	Acceptable Quality Level	Method of Surveillance
Operate ASD Simulation Equipment	Approved Standard Operating Procedures	Complete Tasking 98% of Time	Equipment Readiness & Customer Input
Maintain Aircraft Simulation Equipment	Utilize Approved Standard Operating Procedures & Simulation Event Objectives Are Met	Complete Tasking 95% of Time	Equipment Readiness & Customer Input
System and Network Support	Utilize Approved Standard Operating Procedures & Simulation Event Objectives Are Met	Complete Tasking 95% of Time	Equipment Readiness & Customer Input
System and Network Support	Utilize Approved Standard Operating Procedures & Simulation Event Objectives Are Met	Complete Tasking 95% of Time	Equipment Readiness & Customer Input
Programmatic and Management Support	ASD Programmatic Documentation & ASD Safety, Access Control, and Material Support	Complete Tasking 98% of Time	Verification of Management Control Processes & Customer Input
Flight Simulator Support	System Data Base Management, ASD Tours, and Training	Complete Tasking 98% of Time	Integration, Engineering, Technical Support & Customer Input

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 25 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

Clauses specified in Section D of the Seaport-e basic contract are incorporated into this order if applicable.

5252.223-9502 HAZARDOUS MATERIAL (DEC 1998) (NAVAIR)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at the time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may impact on this contract, the contractor should contact the Contracting Officer's Representative.

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (SEP 1999) (NAVAIR)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 26 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Clauses specified in Section E of the Seaport-e basic contract are incorporated into this order if applicable.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 27 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

Clauses specified in Section F of the Seaport-e basic contract are incorporated into this order if applicable.

ADMINISTRATIVE TRANSITION PERIOD

The Government will provide a minimum two week administrative transition period. Contract award will be made at least 14 calendar days before the expiration of the current period of performance and prior to the new period of performance. This transition period is provided for the successful offeror to handle administrative issues required prior to on-site work.

There will be no overlap period in which both the awardee and incumbent will be performing.

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following base period items are from date of task order award through 12 months thereafter, estimated at:

Labor CLIN

1000 1 Mar 07 - 31 Jan 08

Travel CLIN

3001 1 Mar 07 - 31 Jan 08

Material CLIN

3002 1 Mar 07 - 31 Jan 08

The periods of performance for the following option period items are from date of option exercise through 12 months thereafter, estimated at:

Labor CLINs

1100 Option 1 1 Feb 08 - 31 Jan 09

1200 Option 2 1 Feb 09 - 31 Jan 10

4300 Option 3 1 Feb 10 - 31 Jan 11

4400 Option 4 1 Feb 11 - 31 Jan 12

Travel CLINs

3101 Option 1 1 Feb 08 - 31 Jan 09

3201 Option 2 1 Feb 09 - 31 Jan 10

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 28 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6301 Option 3 1 Feb 10 - 31 Jan 11

6401 Option 4 1 Feb 11 - 31 Jan 12

Material CLINs

3102 Option 1 1 Feb 08 - 31 Jan 09

3202 Option 2 1 Feb 09 - 31 Jan 10

6302 Option 3 1 Feb 10 - 31 Jan 11

6402 Option 4 1 Feb 11 - 31 Jan 12

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) NAVAIR 5.4.3

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

Code: 5.4.3

48183 Switzer Road

Bldg 2035, Floor 2

Patuxent River, MD 20670

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 59 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

Clauses specified in Section H of the Seaport-e basic contract are incorporated into this order if applicable.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [N/A]. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 60 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of three years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 61 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with [insert the period of prohibition] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (NAVAIR) (OCT

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 62 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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A Service Contract Act (SCA) wage determination has been requested from the U.S. Department of Labor. Until receipt of a wage determination, the wage determination in the existing contract will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAR 2000)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 63 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: to be inserted at time of award.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 64 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

Clauses specified in Section I of the SeaPort-e basic contract are incorporated into this order if applicable.

I-1 Task Order Options

(a) The Government may extend the term of this order by written notice to the Contractor within 5 calendar days of the end of the current period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended order shall be considered to include this option clause.

(c) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

I-2 Option to Extend Order

The Government may require continued performance of any services within the limits and at the rates specified in the order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 calendar days of the end of the current period of performance.

I-3 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

CONTRACT NO. N00178-05-D-4397	DELIVERY ORDER NO. M801	AMENDMENT/MODIFICATION NO. 45	PAGE 65 of 65	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

DD Form 254, STILO memo, DoD 5400.7-R, September 1998: Appendix 3, Chapter 3

Wage Determination 2005-2103 Rev 6

Task Order Manager Appointment Letter

Alternate Task Order Manager Appointment Letter

CDRL A001

CDRL A002

CDRL A003

Listing of Government Furnished Equipment