

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 / 27				
2. CONTRACT (Proc. Inst. Ident.) NO. NNA08BC42C		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 4200265355				
5. ISSUED BY NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-1000	CODE ARC	6. ADMINISTERED BY (If other than item 5) NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-1000		CODE ARC				
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) MICROSAT SYSTEMS INC Attn: Mark Wood 8130 SHAFFER PARKWAY LITTLETON CO 80127-7410		8. DELIVERY <input type="checkbox"/> FOR ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT NT30				
CODE 1T7Z7	FACILITY CODE	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM 12				
11. SHIP TO/MARK FOR NASA/Ames Research Center Attn: Dennis Romano M/S 202-3 Moffett Field CA 94035-1000	CODE RES	12. PAYMENT WILL BE MADE BY NASA/Shared Services Center Financial Management Division (FMD) Accounts Payable Bldg 1111, C Road Stennis Space Center MS 39529-6000		CODE NSSC				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		14. ACCOUNTING AND APPROPRIATION DATA 4200265355 OBLIGATION: \$699,952.00						
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE				
Continued								
15G. TOTAL AMOUNT OF CONTRACT				\$699,952.00				
<b>16. TABLE OF CONTENTS</b>								
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)	
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
X	C	DESCRIPTION/SPECS./WORK STATEMENT	2	X	J	LIST OF ATTACHMENTS	27	
X	D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE	3		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	4		L	INSTRS. CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	6		M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	8					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)					18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) the award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Bradley J. Schneider VP of Business Ops			19B. NAME OF CONTRACTING OFFICER Justin Pane		19C. UNITED STATES OF AMERICA			19D. DATE SIGNED 9/23/08
19E. NAME OF CONTRACTOR		19F. DATE SIGNED 9-23-08		19G. UNITED STATES OF AMERICA		19H. DATE SIGNED 9/23/08		

2. CONTRACT (Proc. Inst. Ident.) NO. NNA08BC42C	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 4200265355
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  MICROSAT SYSTEMS INC Attn: Mark Wood 8130 SHAFFER PARKWAY LITTLETON CO 80127-7410	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NT30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12
CODE 1T7Z7      FACILITY CODE	

11. SHIP TO/MARK FOR CODE RES  NASA/Ames Research Center Attn: Dennis Romano M/S 202-3 Moffett Field CA 94035-1000	12. PAYMENT WILL BE MADE BY CODE NSSC  NASA/Shared Services Center Financial Management Division (FMD) Accounts Payable Bldg 1111, C Road Stennis Space Center MS 39529-6000
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	14. ACCOUNTING AND APPROPRIATION DATA 4200265355      OBLIGATION: \$699,952.00
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				
15G. TOTAL AMOUNT OF CONTRACT					\$699,952.00

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X	H	SPECIAL CONTRACT REQUIREMENTS	8				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer; and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Justin Pane

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY  (Signature of person authorized to sign)		BY  (Signature of the Contracting Officer)	

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 1852.216-78 FIRM FIXED PRICE. (DEC 1988)

The total firm fixed price of this contract is \$699,952.00. The total firm fixed price of optional Phase II is \$1,999,997.00. The total potential firm fixed price of this contract, including all options is \$2,699,949.00.

(End of clause)

### B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Section J, Attachment 1.

CLIN No.	Description	Qty	Unit	Unit Price	Total Price
0001	Base Period (Phase I)	1	LOT	\$699,952.00	\$699,952.00
0002	Optional Period (Phase II)	1	LOT	\$1,999,997.00	\$1,999,997.00
Total					\$2,699,949.00

(End of clause)

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

MicroSat Systems, Inc. Contractor-Statement of Work (C-SOW) to provide a reference design for a LEO modular, Multi-Mission Space Vehicle and associated services.

The SOW is incorporated in Section J, Attachment 1.

(End of text)

## SECTION D - PACKAGING AND MARKING

### D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION.(SEP 2005)

### D.2 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

Clause(s) D.1 at the beginning of this Section are incorporated by reference, with the same

force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT - FIXED-PRICE. (AUG 1996)**

### **E.2 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)**

### **E.3 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 4 copies, an original and 3 copies (Insert number of copies).

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

### **E.4 CLAUSES INCORPORATED BY REFERENCE -- SECTION E**

Clause(s) E.1 through E.2 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.242-15 STOP-WORK ORDER. (AUG 1989)

### F.2 PERIOD OF PERFORMANCE

(a) BASE PERIOD

The period of performance of the base period (Phase I) of this contract is 5.5 months from contract award.

(b) OPTION PERIOD ONE

The period of performance of the optional period (Phase II) of this contract is 4 months from award of option period one (Phase II).

(End of clause)

### F.3 DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

Base Period (Phase I)		
CDRL No.	Description	Delivery Date
	Phase I Kickoff Meeting	ATP*+7 days
CDRL-04	Monthly Financial Reports	ATP+30 days (monthly thereafter)
CDRL 02	Midterm Review & Report	ATP+60 days
CDRL 01	CONOPS Delivery	ATP+90 days
CDRL-03	Final Review & Report	ATP+120 days
CDRL-15	Individual Subcontracting Report (ISR) and the Summary Subcontract Report (SSR) via eSRS	Within 30 days of Phase I completion
CDRL-16	New Technology Report	Within 3 months of Phase I completion

Option Period (Phase II)		
CDRL No.	Description	Delivery Date
	Phase II Kickoff Meeting	ATP+7 days
CDRL-04	Monthly Financial Reports	ATP+30 days (monthly thereafter)
CDRL 06	1st level ICDs	ATP+60 days
CDRL 11	Org. Structure & Staffing Plan	ATP+60 days
CDRL 12	Midterm Review & Report	ATP+60 days
CDRL 08	S/W Development & Mgmt. Plan	ATP+90 days
CDRL 09	Ground Architecture Plan	ATP+90 days
CDRL 05	System Specification	ATP+105 days
CDRL 07	Risk Mgmt. & Mitigation Plan	ATP+120 days
CDRL 10	IMP/IMS	ATP+120 days
CDRL-13	Final Review & Report	ATP+120 days

CDRL 14	Performance & Cost Report	ATP+120 days
CDRL-15	Individual Subcontracting Report (ISR) and the Summary Subcontract Report (SSR) via eSRS	Within 30 days of Phase II completion
CDRL-16	New Technology Report	Within 3 months after Phase II completion

\* ATP = Authorization To Proceed

(End of clause)

#### F.4 DELIVERY INSTRUCTIONS

(a) The Contractor shall ship the items required under this contract to:

NASA Ames Research Center  
Moffett Field, CA 94035-1000

Marked for:

Consignee: Dennis Romano  
Contract Number: NNA08BC42C  
Organization/Office Code: RES  
Building No.: N202

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery instructions: None

(d) Additional marking instructions: None

(End of clause)

#### F.5 OPTION TO EXTEND

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the contracting officer may exercise the following option(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

Option I (Phase II) may be exercised following the Base Period (Phase I) for an additional period of performance of 4 months. The total firm fixed price of optional Phase II is \$1,999,997.00. The total potential firm fixed price of this contract, including all options is \$2,699,949.00.

(End of clause)

#### F.6 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting

Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

**F.7 CLAUSES INCORPORATED BY REFERENCE -- SECTION F**

Clause(s) F.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 1852.227-70 NEW TECHNOLOGY. (MAY 2002)**

**G.2 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)**

**G.3 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	VP	NASA Ames Research Center Mail Stop 202A-3 Moffett Field, CA 94035-1000
Patent Representative	DL	NASA Ames Research Center Mail Stop 202A-4 Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any

subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

**G.4 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008)**

(a) Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted in quadruplicate, unless otherwise specified, to the address below:

NASA Shared Services Center (NSSC)  
 Financial Management Division (FMD) - Accounts Payable  
 Bldg. 1111, Road C  
 Stennis Space Center, MS 39529

This is the designated billing and payment office for purposes of the Prompt Payment Act. Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(c) Milestone Payments shall be invoiced as follows:

<b>Base Period (Phase I)</b>		
<b>Deliverable</b>	<b>Submission Date</b>	<b>Amount</b>
Phase I Kickoff Meeting	ATP*+15 days	\$100,000.00
Monthly Progress Report #1	ATP+30 days	\$100,000.00
Midterm Review & Report	ATP+60 days	\$150,000.00
CONOPS Delivery	ATP+90 days	\$200,000.00
Final Review & Report	ATP+120 days	\$149,952.00
<b>Phase I Total:</b>		<b>\$699,952.00</b>

<b>Option Period (Phase II)</b>		
<b>Deliverable</b>	<b>Submission Date</b>	<b>Amount</b>
Phase II Kickoff Meeting	ATP+15 days	\$100,000.00
Monthly Progress Report #1	ATP+30 days	\$200,000.00
1 <sup>st</sup> Level ICDs	ATP+60 days	\$500,000.00
Org. Structure & Staffing Plan Midterm Review & Report		
S/W Development & Mgmt. Plan Ground Architecture Plan System Specification	ATP+105 days	\$600,000.00
Risk Mgmt. & Mitigation Plan IMP/IMS Performance & Cost Report	ATP+120 days	\$599,997.00

Final Review & Report		
<b>Phase II Total:</b>		<b>\$1,999,997.00</b>
<b>Grand Total:</b>		<b>\$2,699,949.00</b>

\*ATP = Authorization To Proceed

(End of clause)

#### **G.5 CLAUSES INCORPORATED BY REFERENCE -- SECTION G**

Clause(s) G.1 through G.2 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)**

**H.2 1852.223-72 SAFETY AND HEALTH (SHORT FORM). (APR 2002)**

**H.3 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)**

**H.4 1852.225-70 EXPORT LICENSES. (FEB 2000)**

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Ames Research Center, where the foreign person will have access to export-controlled technical data or software.

**H.5 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006)**

**H.6 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2005) ---  
ALTERNATE II (DEC 2005)**

**H.7 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM. (APR 1985)**

**H.8 1852.235-74 ADDITIONAL REPORTS OF WORK - RESEARCH AND DEVELOPMENT. (FEB 2003)**

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period

(b) Submission dates. Monthly reports shall be submitted per the Milestone Payment schedule in Section G.

(End of clause)

#### **H.9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated April 18, 2008. are hereby incorporated by reference in this resulting contract.

(End of Clause)

#### **H.10 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)**

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of Clause)

#### **H.11 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)**

(a) Paragraph (d)(1) of the "Rights in Data-General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data-General" clause of this contract.

(End of Clause)

#### **H.12 SUBCONTRACTING & DATA RIGHTS (ARC 52.227-97) (OCT 2006)**

(a) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), Rights in Data-General. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill

such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the Rights in Data-General clause.

(End of Clause)

#### **H.13 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(End of Clause)

#### **H.14 CLAUSES INCORPORATED BY REFERENCE -- SECTION H**

Clause(s) H.1 through H.7 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

### **SECTION I - CONTRACT CLAUSES**

**I.1 52.202-1 DEFINITIONS. (JUL 2004)**

**I.2 52.203-3 GRATUITIES. (APR 1984)**

**I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

**I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)**

**I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)**

**I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)**
- I.9 52.204-2 SECURITY REQUIREMENTS. (AUG 1996)**
- I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)**
- I.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)**
- I.12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)**
- I.13 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 1999)**
- I.14 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**
- I.15 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)**
- I.16 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008) - ALTERNATE II (OCT 2001)**
- I.17 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)**
- I.18 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- DISADVANTAGED STATUS AND REPORTING. (APR 2008)**
- I.19 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**
- I.20 52.222-3 CONVICT LABOR. (JUN 2003)**
- I.21 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**
- I.22 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**
- I.23 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- I.24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)**
- I.25 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- I.26 52.222-50 COMBATING TRAFFICKING IN PERSONS. (AUG 2007)**
- I.27 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**

**I.28 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**

**I.29 52.225-1 BUY AMERICAN ACT - SUPPLIES. (JUN 2003)**

**I.30 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**

**I.31 52.225-16 RESERVED.**

**I.32 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007) -- ALTERNATE I (APR 1984)**

**I.33 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**

**I.34 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007)**

**I.35 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE I (DEC 2007)**

**I.36 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE II (DEC 2007)**

(a) These data are submitted with limited rights under Government Contract No. NNA08BC42C (and subcontracts, if applicable). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: None

**I.37 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE III (DEC 2007)**

**I.38 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE V (DEC 2007)**

**I.39 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)**

**I.40 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)**

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated April 18, 2008, upon which this contract is based.

**I.41 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)**

**I.42 52.230-2 COST ACCOUNTING STANDARDS. (APR 1998)**

**I.43 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (MAR 2008)**

**I.44 52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS. (APR 1984)**

**I.45 52.232-17 INTEREST. (JUN 1996)**

**I.46 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**

**I.47 52.232-25 PROMPT PAYMENT. (OCT 2003)**

**I.48 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION. (MAY 1999)**

*(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: designated office) by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).*

**I.49 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)**

**I.50 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**I.51 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**I.52 52.242-13 BANKRUPTCY. (JUL 1995)**

**I.53 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE V (APR 1984)**

**I.54 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (MAR 2007)**

**I.55 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004)**

**I.56 52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT). (APR 1984)**

**I.57 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

**I.58 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEP 1990)**

**I.59 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING. (MAY 1999)**

**I.60 1852.227-14 RIGHTS IN DATA - GENERAL.**

**I.61 1852.235-70 CENTER FOR AEROSPACE INFORMATION. (DEC 2006)**

**I.62 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)**

*(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be*

sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

**I.63 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)**

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts

of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
  - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
  - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
  - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

#### **1.64 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 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 contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 months.

(End of clause)

**I.65 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (DEC 2004)**

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information

1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the

Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### **I.66 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

#### **I.67 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

**I.68 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2008) (DEVIATION)**

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and

be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall —

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 — Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 — Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 — Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a —

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts that

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

**I.69 1852.215-84 OMBUDSMAN. (OCT 2003)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

LEWIS BRAXTON III  
Director, Center Operations  
NASA Ames Research Center  
M/S 200-9  
Moffett Field, CA 94035-1000  
Telephone: (650) 604-5068

Facsimile: (650) 604-1668

Email: [lewis.s.braxton@nasa.gov](mailto:lewis.s.braxton@nasa.gov)

. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail [james.a.balinskas@nasa.gov](mailto:james.a.balinskas@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

#### **I.70 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)**

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts

to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

**I.71 5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997)**

(a) The Air Force has entered into contracts with Aerospace Corporation, MITRE Corporation, MIT/Lincoln Lab, Sandia National Labs, John Hopkins University APL, Software Enterprise Institute, SAIC, Tecolote Research, SPARTA, MTSI, Booz Allen Hamilton, Scitor, Schafer Corporation, and Starduster Services Corporation for services to provide technical and management support.

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve insight into work being performed under the contract, including review of deliverables and attendance at meetings.

(c) In the performance of this contract, the Contractor agrees to cooperate with Aerospace Corporation, MITRE Corporation, MIT/Lincoln Lab, Sandia National Labs, John Hopkins University APL, Software Enterprise Institute, SAIC, Tecolote Research, SPARTA, MTSI, Booz Allen Hamilton, Scitor, Schafer Corporation, and Starduster Services Corporation by: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the Contractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel.

(d) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the government or the service Contractor(s) and such subcontractors.

(e) Service Contractor personnel are not authorized to direct a Contractor in any manner.

(f) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise

required by their contract or subcontract.

(End of Clause)

#### **I.72 CLAUSES INCORPORATED BY REFERENCE -- SECTION I**

Clause(s) I.1 through I.61 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

#### **SECTION J - LIST OF ATTACHMENTS**

1. MicroSat Systems, Inc. Contractor Statement Of Work (C-SOW), 7 Pages
2. MicroSat Systems, Inc. Subcontracting Plan, 12 Pages

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-1000	CODE ARC	7. ADMINISTERED BY (If other than Item 6) Justin C. Pane Contracting Officer (650) 604-5621 justin.c.pane@nasa.gov	CODE ARC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MICROSAT SYSTEMS INC Attn: Mark Wood 8130 SHAFFER PARKWAY LITTLETON CO 80127-7410		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1T727	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNA08BC42C	10B. DATED (SEE ITEM 13) 09/23/2008

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 \_\_\_\_\_ 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 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)

No Change

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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 data, 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:
	D. OTHER (Specify type of modification and authority)
X	FAR 43.103(a) Mutual Agreement by Both Parties

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

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

AS DEPICTED ON THE FOLLOWING PAGE(S)

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) MARK C. WOOD MANAGER, CONTRACTS	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Justin Pane
15B. CONTRACTOR/OFFEROR <i>Mark C. Wood</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10-24-08
15D. UNITED STATES OF AMERICA	16C. DATE SIGNED
	(Signature of Contracting Officer)

The purpose of this modification is to incorporate the following clauses to contract NNA08BC42C, as set forth below:

**G.6 1852.227-86 COMMERCIAL COMPUTER SOFTWARE -- LICENSING (DEC 1987)**

**H.15 DATA RIGHTS – SPECIAL WORKS**

In accordance with paragraph (c)(ii) of 52.227-17, Rights in Data--Special Works, the Contractor is hereby directed that upon request it will assert copyright, or authorize assertion thereof, in technical drawing and related specification data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee. This direction applies only to the production of technical drawings and related specifications. The Contractor is also reminded that it will not assert copyright in these data items without Contracting Officer permission. Further, subject to other contract clauses, the release and use restrictions of paragraph (d) of the Special Works clause apply only to such drawings and related specification data.

**I.73 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007) (delete: paragraph (e), Indemnity in its entirety, however this paragraph will be reserved.)**

**All other terms and conditions of the contract remain unchanged.**

**END OF MODIFICATION NUMBER ONE (1)**

# MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1	1	1

2. MODIFICATION NO. <b>Modification Two (2)</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>NASA Ames Research Center Acquisition Division, M/S 241-1 Moffett Field, CA 94035-1000</b>	CODE	<b>JAI:241-1</b>	7. ADMINISTERED BY (If other than Item 6)	CODE	
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  <b>MICROSAT SYSTEMS INC Attn: Mark Wood 8130 Shafer Parkway Littleton, Co 80127-7410</b>	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>NNA08BC42C</b>
		10B. DATED (SEE ITEM 13) <b>9/23/08</b>

**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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**N/A**

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	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>X</b>	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:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor  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.)

(1). The purpose of this Modification Number Two (2) is to change ownership to the subject contract in CMM as follows:

“Standard form 26, Section 20A, Name of Contracting Officer and CMM database will be changed from Justin Pane to Patricia L. Williams.”

-End of Modification Two (2)--

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) <b>Patricia L. Williams Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____	(Signature of Contracting Officer)

# MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2. MODIFICATION NO. <b>Modification Three (3)</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>NASA Ames Research Center Acquisition Division, M/S 241-1 Moffett Field, CA 94035-1000</b>	CODE	<b>JAI:241-1</b>	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  <b>MICROSAT SYSTEMS INC Attn: Mark Wood 8130 Shafer Parkway Littleton, Co 80127-7410</b>	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>NNA08BC42C</b>
		10B. DATED (SEE ITEM 13) <b>9/23/08</b>
CODE	FACILITY CODE	

### 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	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>X</b>	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:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor  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.)

(1). The purpose of this Modification Number Three (3) is to extend the period of performance as a result of a no cost extension in order to extend the option period (1) to the subject contract as follows:

F.2, Period of Performance, is revised to read as follows:

“(a) BASE PERIOD

The period of performance of the base period (Phase 1) of this contract is 8 months from contract award.

-End of Modification Three (3)--

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) <b>Patricia L. Williams Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

# MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		2

2. MODIFICATION NO. <b>Modification Four (4)</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>4200290260</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>NASA Ames Research Center Acquisition Division, M/S 241-1 Moffett Field, CA 94035-1000</b>		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)	(4)	9A. AMENDMENT OF SOLICITATION NO.
<b>MICROSAT SYSTEMS INC Attn: Mark Wood 8130 Shafer Parkway Littleton, Co 80127-7410</b>		9B. DATED (SEE ITEM 11)
	<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>NNA08BC42C</b>
		10B. DATED (SEE ITEM 13) <b>9/23/08</b>
CODE	FACILITY CODE	

### 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**PR 4200290260 Obligated: \$1,999,997.00 PPC:BX**

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	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:
<b>X</b>	D. OTHER Specify type of modification and authority) <b>FAR 52.217-9, "OPTION TO EXTEND THE TERM OF THE CONTRACT" &amp; FAR 52.232-22, "LIMITATION OF FUNDS"</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return   1   copies to the issuing office.

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

(1). The purpose of this Modification Number Four (4) is to, 1) exercise option period, 2) to increase the contract value as a result of exercising option period, 3) modify the period of performance as a result of exercising the option period, 4) provide incremental funding to the contract and 5) modify Section C, statement of work (SOW) as a result of exercising the option period as follows:

(2). Section B.1, Firm Fixed Price is modified as follows:

From: \$699,952.00                      By: \$1,999,997.00                      To: \$2,699,949.00

(3). Section B.2, Supplies and/or Services To Be Provided, CLIN 02 is modified to reflect the option period pursuant to FAR clause 52.217-9, "Option to Extend the Term of the Contract."

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) <b>Michael J. Hutnik III Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		BY _____	<i>(Signature of Contracting Officer)</i>

(4). Section C, Statement of Work, is modified as a result of exercising the Option Period as follows:

“6.4.1.2

**First Interface Control Documents (CDRL-06)**

First-level Interface control documents will be developed by our Team to provide sufficient detail for planning for all hardware, software and electrical functions and systems. All electrical and mechanical interfaces shall be non proprietary.”

(5). Section F.2, Period of Performance, is modified to reflect the exercise of the Option Period.  
The contract periode of performance is now from Septembe 23, 2008 through September 1, 2009.

**END OF MODIFICATION FOUR (4)**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

# MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		2

2. MODIFICATION NO. <b>Modification Five (5)</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)
---	---	--	--------------------------------

6. ISSUED BY <b>NASA Ames Research Center Acquisition Division, M/S 241-1 Moffett Field, CA 94035-1000</b>	CODE <b>JAI:241-1</b>	7. ADMINISTERED BY (If other than Item 6)	CODE
---	--------------------------	---	------

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)  <b>MICROSAT SYSTEMS INC Attn: Mark Wood 8130 Shafer Parkway Littleton, Co 80127-7410</b>	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>NNA08BC42C</b>
		10B. DATED (SEE ITEM 13) <b>9/23/08</b>
CODE	FACILITY CODE	

### 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**N/A**

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	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:
<b>X</b>	D. OTHER Specify type of modification and authority <b>NOTICE OF DELAY (ARC 52.211-100)(FEB 1997)</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return   1   copies to the issuing office.

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

(1). The purpose of this Modification Number Five (5) is to extend the period of performance at no cost to the Government as follows:

See page 2 of 2

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) <b>Patricia L. Williams Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
 <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED

(2). Section F.2, Period of Performance, is revised to read as follows:

“(a) The period of performance of this contract is approximately fourteen (14) months from contract award as follows:

The period of performance will be from September 23, 2008 to November 30, 2009.”

(3) Section F.3, Delivery and/or Completion Schedule, is revised to read as follows:

CDRL No.	Description	Original Date	Proposed Date
	Phase II Kickoff Meeting	ATP + 7 days	Delivered
CDRL-04	Monthly Reports	ATP + 30 days, recurring	Recurring
CDRL-06	1 <sup>st</sup> level ICDs	ATP + 60 days	Delivered
CDRL-11	Org Structure & Staffing	ATP + 60 days	Delivered
CDRL-12	Midterm Review & Report	ATP + 60 days	Delivered
CDRL-08	S/W Development & management Plan	ATP + 90 days	Delivered
CDRL-09	Ground Architecture Plan	ATP + 90 days	10/7/09
CDRL-05	System Specification	ATP + 105 days	10/7/09
CDRL-07	Risk Management & Mitigation Plan	ATP + 120 days	10/7/09
CDRL-10	IMP/IMS	ATP + 120 days	10/7/09
CDRL-13	Final Review and Report	ATP + 120 days	10/7/09
CDRL-14	Performance Report	ATP + 120 days	10/7/09
CDRL-15	Individual Subcontracting Report & Summary Subcontract Report	Phase II complete + 30 days	11/7/09
CDRL-16	New Technology Report	Phase II Complete + 3 months	1/7/10

END OF MODIFICATION FIVE (5)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED