

CONTRACT NNL10AA15B
(Contract and SOW)

The below information has been determined to be exempt from disclosure under 14C.F.R.1206.300(b)(4) and has been deleted from the contract.

- Section H.5 (Name of Key Personnel)
- Schedule of Rates in Exhibit C
- Organizational Conflicts of Interests Avoidance Plan (Exhibit D)
- Information Technology (IT) Security Management Plan (Exhibit E)

The deleted material is exempt from disclosure because it contains commercial and financial information obtained from a person that is privileged and confidential. It has been held that commercial material is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, *National Parks and Conservation v. Morton*, 498 F2d765 (D.C. Cir. 1974).

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 of 25
2. CONTRACT (Proc. Inst. Ident.) NO. NNL10AA15B		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
5. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	CODE LARC	6. ADMINISTERED BY (If other than item 5) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and ZIP Code) E R T 6100 FROST PL STE A LAUREL MD 20707-2928		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
CODE 1TZ41	FACILITY CODE	

11. SHIP TO/MARK FOR NASA/ Langley Research Center Hampton VA 23681-2199	CODE LARC	12. PAYMENT WILL BE MADE BY NASA/Shared Services Center Financial Management Division (FMD) Accounts Payable Bldg 1111, C Road NSSC-AccountsPayable@nasa.gov Stennis Space Center MS 39529-6000	CODE NSSC
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (a) ()	14. ACCOUNTING AND APPROPRIATION DATA See schedule
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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 **\$91,000,000.00**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-2	X	I	CONTRACT CLAUSES	18-24
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTIONS/SPECS./WORK STATEMENT	4	X	J	LIST OF ATTACHMENTS	25
X	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	6	K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE	7				
X	G	CONTRACT ADMINISTRATION DATA	8-10	L INSTRS., CONDGS. AND NOTICES TO OFFERORS			
X	H	SPECIAL CONTRACT REQUIREMENTS	11-17	M EVALUATION FACTORS FOR AWARD			

17. 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. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number **NNL10315854R** including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as in 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.

18A. NAME AND TITLE OF SIGNER (Type or print) Peter H. King, President	19A. NAME OF CONTRACTOR	19B. DATE SIGNED 9/24/10	18B. NAME OF CONTRACTING OFFICER Timothy P. Cannella	19C. DATE SIGNED 9/24/10
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Previous edition is usable

STANDARD FORM 26 (Rev. 4/2009)
Prescribed by GSA
FAR (48 CFR) 53.214(m)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNL10AA15B	2	25

NAME OF OFFEROR OR CONTRACTOR

E R T

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	INCO TERMS 1: FOB INCO TERMS 2: Destination Accounting Info: SEE CONTRACT CLAUSE B-4, CONTRACT FUNDING FOB: Destination Evaluations, Assessments, Studies, Services, and Support Obligated Amount: \$0.00				

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 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 provide the requirements delineated in the Statement of Work (SOW), Section J, Exhibit A.

CLIN 0001 The Government will order services under this CLIN by issuance of Cost-Plus-Fixed Fee Task Orders, pursuant to Section H.6, Task Ordering Procedure (NFS 1852.216-80).

B.2 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$100,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$91,000,000 for the 5-year period of performance.

B.3 ESTIMATED COST AND FIXED FEE (NFS 1852.216-74)(DEC 1991)

The estimated cost and fixed fee of the contract is the sum of the estimated costs and fixed fee set forth for individual task orders issued by the Government pursuant to H.6, Task Ordering Procedure.

B.4 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the FAR 52.232-22, Limitation of Funds, the total amount allotted by the Government to this contract is the amount set forth in task orders. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount is obligated under each task order for the payment of fee.

(c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the task order level.

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 SPECIFICATION/PERFORMANCE WORK STATEMENT

The Contractor shall provide all resources (except as may be expressly stated in the contract or task orders as furnished by the Government) necessary to perform the requirements delineated in Section J, Exhibit A, Statement of Work, entitled "Evaluations, Assessments, Studies, Services, and Support"

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

Clauses 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.

D.2 LISTING OF CLAUSES INCORPORATED BY REFERENCE – SECTION D

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. Federal Acquisition Regulation (48 CFR CHAPTER 1)

None included in this section by reference.

II. NASA FAR Supplement (48 CFR CHAPTER 18)

None included in this section by reference.

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE - SECTION E

Clauses 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.

I. Federal Acquisition Regulation (48 CFR CHAPTER 1):

CLAUSE NUMBER	CLAUSE TITLE
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT. (MAY 2001)

II. NASA FAR Supplement (48 CFR CHAPTER 18): None included by reference.

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11)(FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below:

Title:

(a) ISO 9001, Quality Management Systems Requirements

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clauses 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)

I. Federal Acquisition Regulation (48 CFR CHAPTER 1):

CLAUSE NUMBER	CLAUSE TITLE
52.242-15	STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984)
52.247-34	F.O.B. DESTINATION. (NOV 1991)

II. NASA FAR Supplement (48 CFR CHAPTER 18): none included by reference.

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is 60 months from the contract award date.

(End of clause)

F.3 DELIVERY REQUIREMENTS (LaRC 52.211-96)(APR 2007)

The Contractor shall deliver the items required to be furnished by the Contract and Task Orders in accordance with Exhibit B, Contract Documentation Requirements.

(End of clause)

F.4 PLACE OF DELIVERY

Delivery shall be f.o.b. destination to the NASA Langley Research Center, Hampton, VA 23681-2199, unless otherwise specified in task orders.

(End of clause)

F.5 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s): the contractor's facility, at subcontractor's facilities, and other sites as specified by each task order.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CLAUSES INCORPORATED BY REFERENCE - SECTION G**

Clauses 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)

- I. Federal Acquisition Regulation (48 CFR CHAPTER 1): None included by reference.
- II. NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	CLAUSE TITLE
1852.216-75	PAYMENT OF FIXED FEE (DEC 1988)
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87)(MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center
 Financial Mgmt Division Accounts Payable
 Bldg 1111, C. Road
 Stennis Space Center, MS 39529
 NSSC-AccountsPayable@nasa.gov
 Fax: (866) 209-5415

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's

attachment to:

DCAA-Columbia Branch Office
10025 Governor Warfield Parkway, Suite 200
Columbia, MD 21044-3329
Attn: Nathan Caplan
Phone: 410-964-2060

(2) Four copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 NSSC

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and forwarded to:

NASA Shared Services Center
Financial Mgmt Division Accts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415

(1) This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(2) Fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer. The following formulas are provided as a convenience for calculating the interim fee provided the formulas produce a reasonable percentage as compared to completion of work. You should show both formulas on your fee voucher, however, the maximum fee percentage for fee billing is the smaller of the percentages resulting from the application of the two formulas. If at any time the Contracting Officer determines that the fee percentage is not in concert with the completion of work, the fee formula will be adjusted, or another methodology that results in comparative fee billing agreed upon.

(a) Cost Incurred to Date/Contract Estimated Cost = ___ %

OR

(b) Months of Performance Expended to Date/
Contract Period of Performance (Months) = ___ %

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72)(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:

New Technology Representative
Contracting Officer Technical Representative
Office Code: Reference contract exhibit B
NASA Langley Research Center
Hampton, VA 23681-2199

Patent Representative
Office of Chief Counsel
Office Code 141
NASA Langley Research Center
Hampton, VA 23681-2199

(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)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H**

Clauses 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.

- I. Federal Acquisition Regulation (48 CFR CHAPTER 1): None included by reference.
- II. NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	CLAUSE TITLE
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-72	SAFETY AND HEALTH (SHORT FORM) (APR 2002)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.225-70	EXPORT LICENSES (FEB 2000) Fill in: (b) NASA, Langley Research Center
1852.235-73	FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006) (Alternate II)(DEC 2005)
1852.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

(End of clause)

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (LaRC 52.227-96)(AUG 2007)

(a) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest (OCI) early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award or task order award, as appropriate.

(b) In general during the performance of this contract, the Contractor may encounter Organizational Conflicts of Interest in the form of conflicting roles that might bias the contractor's judgment, such as: (i) the evaluation or assessment of the work product of the Contractor or of the Contractor's competitors, (ii) performance of a proposal evaluation, assessment, or study the results of which could potentially impact the contractor's interests, and (iii) access to proprietary information or data of other contractors and/or Government sensitive, nonpublic information or data, which information or data may provide the Contractor with an unfair competitive advantage. For the purpose of this clause, the term contractor includes the contractor's business units and divisions, as well as the contractor's parent company, subsidiaries, affiliates and successors (as applicable). For the purpose of this contract, "sensitive" information is defined in the Access to Sensitive Information clause of this contract.

(c) Given the nature of the services required by the contract, the contractor shall be precluded from participating in any capacity in support of any proposal that might be submitted in response to a NASA Science Mission Directorate (SMD) issued Broad Agency Announcement including

SMD released Announcements of Opportunity.

(d) Given the nature of the services required by this contract, covered employees may encounter personal conflicts of interest resulting from a financial interest, personal activity, or relationship that could impair the covered employees' ability to act impartially and in the best interest of the government. For the purposes of personal conflicts of interest, the term "covered employee" is a contractor employee, subcontractor employee, and consultants.

(e) The contractor shall establish a procedure to screen all covered employees to prevent personal conflicts of interest; including those personal conflicts that cannot be identified until after award. The contractor shall screen covered employees at appropriate times to prevent and avoid conflicts and maintain effective oversight. The contractor shall prevent personal conflicts by not assigning or allowing covered employees to perform on tasks where a potential conflict is identified unless approved by the Contracting Officer. The contractor is under a continuing obligation to disclose OCIs or personal conflicts or potential conflicts.

(f) Prior to commencing work on any task order (to include, but not limited to, appointing panel or assessment team members), the contractor shall take all actions necessary to carry out its responsibilities, as set forth in the approved Organizational Conflicts of Interest Avoidance Plan and this contract. The contractor shall ensure that all personnel (including subcontractor personnel and consultants) proposed to work on the task order have been trained with regard to their responsibilities concerning personal and organizational conflicts of interest, limitations on future contracting, and protection of proprietary and sensitive data.

(g) Contractor's response to Task Order Requests: Within two working days of receipt of a Task Order request, the Contractor shall notify the Contracting Officer of all potential conflicts, both personal and organizational, and provide a report of the potential conflicts detailing:

- (1) The nature of any Organizational Conflict of Interest or known Personal Conflict of Interest.
- (2) Plan for avoiding, neutralizing or mitigating the conflict

(h) Government response to a report of a potential conflict: The Contracting Officer will review the report and determine which of the following approaches is in the best interest of the Government and shall so advise the Contractor:

- (1) The Contractor shall perform consistent with the Task Order and the contractor's plan to avoid, mitigate, or neutralize, the conflict;
- (2) The Contractor shall not perform the Task Order;
- (3) The Task Order shall be cancelled; or
- (4) The Task Order shall be modified to remove, neutralize, or mitigate the identified conflict and/or work identified in the Task Order as approved by the contracting officer;

(i) Additional requirements:

- (1) Any limitations on future contracting resulting from the Contractor's performance are identified in Section H.3, NFS 1852.209-71, Limitation of Future Contracting.
- (2) The Contractor shall include this clause in all subcontract(s) regardless of tier.

(End of clause)

H.3 LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71)(DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is delineated in clause H.2 of this section.

(c) In addition to the limitation of future contracting restriction cited in clause H.2 (c), the restrictions upon future contracting are as follows:

(1) The Contractor, under the terms of this contract, or through the performance of tasks pursuant with this contract, will encounter Organizational Conflicts of Interest in the form of conflicting roles that might bias the contractor's judgment as defined in clause H.2. The Contractor and its subcontractors and consultants shall be ineligible to perform on any work arising from, or related to, any proposal evaluation, assessment, or study on which it performed these services, except as required in performance of this contract. These restrictions shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial contract arising from the proposal evaluation, assessment, or study on which it performed these services.

(2) To the extent that the work under this contract requires access to proprietary, sensitive, business confidential, or financial data of other companies, and as long as these data remain proprietary, sensitive, or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use the data for any other purpose including, but not limited to, competing for future work.

(d) The Contractor shall include this clause in all subcontract(s) regardless of tier.

(End of clause)

H.4 ACCOUNTING AND FINANCIAL SYSTEM

Throughout performance of this contract, the contractor shall employ an accounting and financial system capable of accurately collecting, segregating and recording costs by the contract and unique to each task order.

(End of clause)

H.5 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MARCH 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities shown below may, with the consent of the contracting

parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Program Manager: (b) (4)

(End of clause)

H.6 TASK ORDERING PROCEDURE (NFS1852.216-80)(OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within seven (7) calendar days or less, as determined by the Contracting Officer, after receipt of the Contracting Officer's request, the Contractor shall submit a task plan which shall include, but not be limited to, technical approach to completing the work including a staffing plan, proposed subcontracts including consultants, proposed cost and fee estimate, rationale to support pricing for subcontracts, travel, and other direct costs, and any other information pertinent to the completion of the task order. The Contractor shall use the "fully burdened" fixed hourly rates set forth in Section J, Exhibit C, Schedule of Rates, for establishing the estimated cost. On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate. The contractor shall comply with task ordering requirements relative to Organizational Conflicts of Interest and personal conflicts of interest as defined in clause H.2. Organizational Conflicts of Interest (LaRC 52.227-96)(AUG 2007).

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for

performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price).

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) Funding.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within three (3) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.7 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (FEB 2007)

Access to the LaRC by non-U.S. citizen employees, including those in permanent resident alien status, shall be approved in accordance with NPR 1371.2A, "Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Representatives of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S. citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

(End of clause)

H.8 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (FEB 2007)

(a) Observation of Regulations--In performance of that part of the task order work which may be performed at Langley Research Center (LaRC) or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

(b) Identification Credentials--At all times while on LaRC property, the Contractor shall require

its employees, subcontractors and agents to wear credentials issued by NASA LaRC. Contractors will be held accountable for these credentials, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or task order completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(c) Employee Out Processing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

(End of clause)

H.9 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUNE 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)

H.10 ISO 9001:2000 QUALITY MANAGEMENT SYSTEM COMPLIANCE REQUIREMENTS (LaRC 52.246-97) (OCT 2004)

The Contractor's quality system shall be compliant with the requirements of the current ANSI/ISO/ASQC Q ISO 9001 standard, Quality Management Systems Requirements.

The Contractor's quality system shall remain in compliance with the ISO 9001 standard during the term of the contract. The Government reserves the right to audit the Contractor's quality system at any time.

"Compliant" as used in this clause means that the contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited International Standard.

H.11 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 are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.12 NAMING/NUMBERING SCHEME FOR CLAUSES IN FULL TEXT AND FOR CLAUSES INCORPORATED BY REFERENCE (LaRC 52.201-90)(Aug 2008)

There are various types of clauses contained in the contract. Most clauses will reference a numbered cite such as: Federal Acquisition Regulation (FAR 52.#); NASA FAR Supplement (NFS 1852.#); or Langley Research Center (LaRC 52.#). There are also clauses that have no designation. Those clauses were written specifically for this contract by LaRC or are generic Agency clauses specific for this contract type and no numbered cite exists.

(End of clause)

[END OF SECTION]

PART II – CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 CLAUSES INCORPORATED BY REFERENCE - SECTION I**

Clauses 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.

I. Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE NUMBER	CLAUSE TITLE
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007) Fill In: NASA LaRC Office of Inspector General, (757) 864-3262
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (MAR 2009)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002) Fill In: (a) (3) The designated payment office will make interim payments for contract financing on the 30 th day after the designated billing office receives a proper payment request.
52.216-8	FIXED FEE (MAR 1997)
52.216-18	ORDERING (OCT 1995) Fill in: (a) contract effective date through the end of the contract period of performance.
52.216-19	ORDER LIMITATIONS (OCT 1995) Fill in: (a) \$5,000.00; (b)(1) \$10,000,000.00; (b)(2) \$10,000,000.00; (b)(3) 14; (d) 3 calendar days.
52.216-22	INDEFINITE QUANTITY (OCT 1995) Fill in: (d) 12 months from the end of contract performance.
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-28	POST-AWARD-SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Fill in: “zero” In paragraph (a)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
52.223-5	FAR 52.223-5, POLLUTION PREVENTION AND RIGHT –TO-KNOW INFORMATION (AUG 2003) ALTERNATE I (AUG 2003) and ALTERNATE II (AUG 2003)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) - ALTERNATE I (APR 1984)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-11	PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007) AS MODIFIED BY NFS 1852.227-11 Fill in: (j) Communications. Patent Representative Office of Chief Counsel NASA Langley Research Center Hampton, VA 23681-2199
52.227-14	RIGHTS IN DATA—GENERAL (DEC 2007), ALTERNATE II (DEC 2007) AS MODIFIED BY 1852.227-14 NASA FAR SUPPLEMENT (references to subparagraph 3 shall be changed subparagraph 4 of paragraph (d)). NOTE: FAR 52.227-14 (no alternate) applies unless an alternate version is included in a particular task order.
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) (None; 04/22/10)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
52.230-2	COST ACCOUNTING STANDARDS (OCT 2008)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (OCT 2008)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) Fill in: (b)(1) no later than 15 days prior to submission of the first request for payment
52.233-1	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)
52.244-2	SUBCONTRACTS – ALTERNATE I (JUN 2007) fill in: (d) to be

	completed by Government at time of award (j) to be completed by Government at time of award
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2010)
52.245-1	GOVERNMENT PROPERTY (AUG 2010)
52.245-9	USE AND CHARGES (AUG 2010)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

II. NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	CLAUSE TITLE
1852.203-70	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)
1852.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (OCT 2009): Applicable Documents List (ADL): The following NASA Policy Directives (NPD) and NASA Procedural Requirements (NPR) apply: NPR 1600.1, NASA Security Program Procedural Requirements - Chapter 4 and 5; NPD 2800.1B, Managing Information Technology; NPR 2800.1, Managing Information Technology; NPD 2810.1D NASA Information Security Policy; NPR 2810.1A, Security of Information Technology.
1852.216-89	ASSIGNMENT AND RELEASE FORMS (JUL 1997)
1852.219-74	USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
1852.219-76	NASA 8 PERCENT GOAL (JUL 1997)
1852.223-74	DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)
1852.235-70	CENTER FOR AEROSPACE INFORMATION (DEC 2006)
1852.243-71	SHARED SAVINGS (MAR 1997)
1852.245-70	CONTRACTOR REQUESTS FOR GOVERNMENT PROPERTY (DEVIATION)(SEP 2007)

(End of clause)

I.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(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.3 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)(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.4 OMBUDSMAN (OCT 2003) -- ALTERNATE I (NFS 1852.215-84)(JUN 2000)

(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, Cynthia C. Lee, direct inquiries to the Office of Procurement Deputy Director, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2426; facsimile (757) 864-8541. 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. 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.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

I.5 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73)(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 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: **entire proposal**. 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)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHEMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Exhibit	Description
Exhibit A	Statement of Work
Exhibit B	Contract Documentation Requirements
Exhibit C	Schedule of Rates
Exhibit D	Organizational Conflicts of Interest (OCI) Avoidance Plan
Exhibit E	Information Technology (IT) Security Management Plan*
Exhibit F	Minimum Qualifications for Labor Categories

*Offeror's plan will be added after approval by the Contracting Officer.

[END OF SECTION]

SECTION C – STATEMENT OF WORK

C.1 STATEMENT OF WORK – EVALUATIONS, ASSESSMENTS, STUDIES, SERVICES, AND SUPPORT

1.0 Scope and Objectives

The contractor shall provide the services and support described in this statement of work to support the Science Office for Mission Assessments (SOMA) and other organizations across NASA as designated in individual Task Orders. The SOMA is located at NASA Langley Research Center and supports the NASA Headquarters Science Mission Directorate (SMD), and other NASA offices and organizations.

The specific requirements described in the scope of work shall be defined in Task Orders issued by the Contracting Officer in accordance with Section H, clause H.6 Task Ordering Procedure.

2.0 Background

The SOMA is responsible for the management and oversight of evaluations, assessments and studies for the SMD and may provide this support to other NASA organizations. SOMA will process requirements for evaluations, assessments, studies, and associated logistics support, as defined below in sections 3-8, through the Langley Research Center Office of Procurement.

Task orders will be issued for evaluation of proposals submitted pursuant to NASA FAR Supplement Part 1872, Acquisition of Investigations. The evaluations are conducted in accordance with NASA FAR Supplement Part 1872.4, Evaluations of Proposals, for Space Science Missions and Investigations, or as required in the task orders. The specific technical and performance requirements for each evaluation, assessment or study will be defined at the task order level. Due to the nature and sensitivity of the evaluations, it is imperative that evaluations are objective and void of organizational and personal conflicts of interest.

A typical evaluation task requires the contractor to staff one panel or multiple panels with panel leaders and subject matter experts to evaluate Space Science Missions or Investigation proposals. Typically, more than one expert is required in each area to ensure a competent review. A NASA representative, typically the technical monitor for the task, will act as the Evaluation panel chair and provide instructions to the evaluation panel members on NASA's evaluation standards, definitions and process to be used for the panel. Each expert reviews the proposals and submits their individual initial review results via a government provided web-based system, at a specified time period prior to a plenary evaluation meeting. Panels typically engage in a series of telecons over a specified period of time prior to a plenary meeting and develop draft consensus findings of strengths and weaknesses based on the criteria for each proposal. The draft consensus findings are then posted on a NASA provided secure web site. At a plenary meeting, the draft consensus findings are reviewed by all panel members in a plenary session of all panels. If multiple panels are required, the contractor's leveling expert(s) review all findings to ensure all proposals are evaluated consistently; and raise potential leveling issues at the plenary meeting for resolution by the evaluation panel. The NASA Evaluation Chair provides guidance on the format of the findings to ensure they meet NASA standards and are suitable for use in debriefing the proposers.

Typically, all evaluators vote on the overall grade for each proposal using the stated evaluation criteria to identify proposal strengths and weaknesses. The contractor prepares a final report of the results.

Task orders will also be issued for assessments and studies supporting a myriad of NASA programs. In conducting these assessments and studies, the contractor shall be required to execute non-disclosure agreements prior to reviewing proprietary or sensitive materials that are salient to the assessment or study. The contractor's computer systems shall be compatible with a MAC based system.

3.0 Proposal Evaluation

The contractor shall evaluate proposals in accordance with NASA FAR Supplement Part 1872.4, Evaluations of Proposals, for Space Science Missions and Investigations, or as defined in the task orders. The contractor shall ensure evaluations are objective, shall avoid personal and organizational conflicts of interest, and shall prevent unauthorized disclosure of proprietary and sensitive information as defined in contract clause H.9, Access to Sensitive Information. The contractor shall evaluate proposals in the areas of technical, management, cost, schedule and other areas of emphasis as defined in individual task order, to include, but are not limited to, the following:

- 3.1 Evaluate proposals in response to Announcements of Opportunity (AO), NASA Research Announcements (NRAs), Cooperative Agreement Notices (CANs), or other Broad Agency Announcements (BAAs).
- 3.2 Prepare supplementary material to accompany Announcements of Opportunity (AOs), NRAs, CANs, or other BAAs including technical information related to the opportunity, report formats, and logistics guidelines for proposers responding to the AO.
- 3.3 Identify expertise needed for the evaluations; and staff one or multiple panels with appropriate subject matter experts. NASA will identify the required expertise in individual tasks to include, but not be limited to, the following areas of expertise; project/program management, systems engineering, spacecraft systems (e.g. power, propulsion, attitude determination and control, mechanical, thermal, communications), instrumentation, mission design, ground systems, mission operations, entry descent and landing, safety and mission assurance, schedule, and cost where multiple independent cost estimates may be required for each proposal evaluated.
- 3.4 Provide all analysis tools and models necessary to conduct the evaluation.
- 3.5 Provide qualified panel leaders and leveling experts as required by the task order.
- 3.6 Plan and coordinate the logistics and security of the evaluation.
- 3.7 Identify non-conflicted experts for the evaluations and avoid or adequately mitigate Organizational Conflicts of Interests (OCI), personal conflicts of interest, and prevent disclosure of sensitive or proprietary information in accordance with the contract terms.
- 3.8 Compliance with contract and review panel OCI and non-disclosure reporting requirements and established procedural requirements of the panel.
- 3.9 Conduct objective proposal evaluations consistent with the stated evaluation criteria.
- 3.10 Comply with administrative requirements of the NRA's, CAN's, BAA or other agency announcements.
- 3.11 Document evaluation panel findings and prepare interim and final evaluation reports. The contractor shall ensure that evaluation findings as documented are consistent with the stated criteria.

3.12 Provide subject matter expertise, or data related to a subject matter area, required to support a third party systems development contractor in the development of secure information systems for evaluations. The contractor shall generate data or models that are sufficiently documented to permit a third party information systems development contractor to execute and populate information systems such as databases, web pages, or analysis tools.

4.0 Assessments

The contractor shall conduct comprehensive assessments of current and potential NASA missions and programs as defined in individual task orders. The contractor shall ensure assessments are objective, shall avoid or adequately mitigate personal and organizational conflicts of interest; and shall prevent unauthorized disclosure of proprietary and sensitive information as defined in contract clause H.9, Access to Sensitive Information. Assessments may include analyzing technical, management, cost, schedule and other aspects of Science Mission Directorate missions and programs and other NASA programs. The contractor shall provide the services described in section 3.12 as necessary to support the assessments as well as analysis tools and models required to conduct the assessments. Assessment activities include, but are not limited to, the following:

4.1 Technical Assessments. Technical assessments analyze technical aspects of Science Mission Directorate missions and programs and other NASA programs. Technical assessment activities include, but are not limited to, assessing the likely performance of technical systems and the impact of new technologies on technical systems.

4.2 Management Assessments. Management assessments analyze management aspects of Science Mission Directorate missions and programs and other NASA programs relative to the effectiveness of management systems, processes, and tools and assessing components of NASA programs.

4.3 Cost Assessments. Cost assessments relative to estimating mission development and life-cycle costs and cost risk.

4.4 Schedule Assessments. Schedule assessments relative to past mission development schedules, estimating mission development schedules for new missions, and assessing schedule risk.

4.5 Other Assessments. Other assessments include, but are not limited to assessment of project or mission risk, safety, environmental impact, mission trajectory, resource utilization, analyses of instruments, spacecraft and launch vehicle designs, systems engineering, safety and mission assurance, fabrication and assembly, and test and launch operations on programs or projects.

5.0 Studies

The contractor shall conduct studies of specific elements of NASA programs and missions or across NASA programs and missions as defined in individual task orders. The contractor shall ensure studies are objective, shall avoid personal and organizational conflicts of interest; and shall prevent unauthorized disclosure of proprietary and sensitive information. The contractor shall provide the services described in section 3.12 as necessary to support the studies as well as

analysis tools and models required to conduct the studies. Study activities include, but are not limited to, the following:

5.1 Management Studies. Studies relative to program and project management processes for the Science Mission Directorate and other NASA offices. Management study activities include, but are not limited to, gathering information and analyzing the structure, performance and effectiveness of actual management systems in NASA programs and in similar endeavors.

5.2 Scientific Studies. Studies relative to scientific elements of Science Mission Directorate programs and missions and other NASA programs. Scientific study activities include, but are not limited to, gathering information supporting science missions, systems analysis, conducting trade studies for handling and analyzing samples of extraterrestrial materials, and defining payloads to meet scientific goals. Studies may also include investigating potential science objectives for small, low-cost missions or planetary protection; and investigating the applicability of science concepts to particular missions.

5.3 Technical Studies. Studies of technical elements of Science Mission Directorate programs and missions and other NASA programs. Technical study activities include, but are not limited to, analyzing the feasibility of instrument, spacecraft and mission design; investigating mission options and associated performance expectations; analyzing system designs, technologies needed to accomplish specific goals, propulsion and mission operations capabilities, and handling and analysis systems.

5.4 Workshops and Conferences. The contractor shall provide scientific/engineering analyses, studies and evaluations of requirements, management, technical and logistics support for the purpose of conducting informational workshops and conferences.

6.0 Quick Studies and Assessments

The contractor shall perform quick studies and assessments as defined above in Section 4, Assessments, and Section 5, Studies. These quick studies and assessments shall take no more than three months, unless sooner as required by individual task order, to complete at a total cost plus fixed fee not exceeding \$50,000. The contractor shall ensure quick studies and assessments are objective, shall avoid or adequately mitigate Organizational Conflicts of Interest and personal conflicts of interest, shall provide expert evaluators who are void of conflicts of interest; and shall prevent unauthorized disclosure of proprietary and sensitive information. Such quick studies and assessments shall commence not later than 10 calendar days after the contracting officer provides the contractor with a notice to proceed.

7.0 Facilities and Logistics Support

The contractor shall provide facilities and logistics support necessary to perform evaluations, assessments and studies.

7.1 Logistics Support. In conjunction with the evaluations, assessments, and studies, the contractor shall, as required by Task Orders, provide logistics support for evaluations, meetings, conferences and related workshops, to include, but not limited to, the following:

7.1.1 Distribute information to evaluation panel members; develop and maintain evaluator contact lists, proposal distribution plans, and meeting attendance plans; plan and coordinate appropriate and secure logistics for each meeting or site visit; prepare and maintain compliance matrices and an attendance log for each telecon and meeting; and prepare email questions for the NASA AO manager's review at the specified time and post responses. The contractor shall brief all evaluators on conflict of interest non-disclosure issues; ensure evaluators have signed non-disclosure agreements and delivered all personal and organizational conflict of information documentation required by the contract and panel; and ensure all required training for access to integrated technology systems and sensitive or proprietary data has been completed. The contractor shall edit forms during meetings, prepare briefing book outlines and evaluation briefing books, prepare spreadsheets used for voting, and properly record votes. The contractor shall file proposals and evaluation findings and supporting documentation in the SOMA vault.

7.1.2 For conferences and workshops; generate and distribute explanatory materials, provide logistical support as necessary, protect government sensitive data and non-public proprietary information, prepare and distribute documentation on conference/workshop results; and generate an appropriate number of copies of videos, handouts, and other materials developed during the conference/workshop. As required, generate explanatory materials to include specifics about how the goals of the conference/workshop will be achieved; provide logistical support including audio-visual equipment, copiers, computers and printers; and prepare documentation on conference/workshop results ranging from a straightforward compilation of material presented at the conference/workshop to the generation of a narrative report.

7.2 Facilities. In support of the evaluations, the contractor shall, as required by Task Orders, provide secure facilities, internet access, and information technology hookups and infrastructure, at a level of protection sufficient to prevent unauthorized access to source selection material, for up to 100 people to conduct proposal evaluations and discussions. The contractor shall ensure that the facilities are secure from access by unauthorized personnel at all times. The contractor shall provide a separate, secure area or room for up to four support personnel to include space for a copier, computers for each support person and a printer.

8.0 Security

The contractor shall comply with all U.S. export control laws and regulations, including, but not limited to, International Traffic in Arms Regulations (ITAR), 22 CFR 120 through 130, and the Export Administrator Regulations(EAR), 15 CFR Parts 730 through 799, in performance of this contract. In the absence of available license exemptions/exceptions, the contractor shall be responsible for obtaining the appropriate license or other approvals, if required, for exports of hardware, technical data, and software, or for the provisions of technical assistance. The contractor shall screen individuals at appropriate times to ensure ITAR compliance. The contractor shall insert this requirement in all subcontracts that may involve ITAR or EAR controlled information.

EXHIBIT B - CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION REQUIREMENTS**A. Monthly Financial Management Report**

1. The Contractor shall submit a monthly financial management report as provided by the NFS clause 1852.242-73, NASA Financial Management Reporting. This report shall be submitted utilizing NASA Form 533M, Monthly Contractor Financial Management Report, in accordance with submission instructions contained on the reverse side of the form.

2. For this task order contract, a 533M shall be provided for the levels indicated below:

- a. Each Authorized Task
- b. Contract Total.
- c. Due not later than the 10th working day following the close of the Contractor's accounting period being reported.

It is NASA's goal to improve the integrity of its financial data. Since NASA uses the Contractor's estimate for the current month (column 8a of the 533M) as accrued costs in its monthly financial statements, it is important that this estimate be your best projection of the actual costs to be reported in column 7a of the subsequent month's 533M.

Therefore, each NF533M shall include a narrative explanation for variances exceeding +/-10 percent between estimated dollars shown in the prior month and actual dollars shown in the current month at the total contract level. (For example, the estimated dollars shown for June in column 8a. in the May 533M and the actual June dollars shown in column 7a. in the June 533M.) Accuracy of financial reporting will be evaluated as part of the annual performance evaluation.

B. Monthly Technical Letter Progress Report -- The Contractor shall submit monthly technical letter reports for each task order describing progress of the task to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas. Tasks may be summarized in one letter report, unless otherwise stipulated in individual task orders, however the status of work shall be itemized by task order. Reports shall be in narrative form, brief and informal in content. These reports shall include:

1. A narrative statement of work accomplished during the report period to an overall top level narrative of the contract as well as a narrative for each task order.
2. A statement of current and potential problem areas and proposed corrective action for the contract and itemized statements for each task order.
3. A discussion of work to be performed during the next report period for the contract and itemized statements for each task order.
4. A summary of the direct labor-hours and total cost expended during the report period as well as the cumulative direct labor hours and total cost expended to date for each task order and the projected direct labor hours and total cost to be expended to completion of the task.

The monthly progress report **shall be submitted within 15 working days after the end of each calendar monthly report period.**

C. Final Reports -- Each task order may require the Contractor to submit a final report, either formal or informal, which documents and summarizes the results. When a formal final Contractor report is required, it shall be submitted in accordance with the instructions contained in NASA FAR Supplement clause 1852.235-73 Final Scientific and Technical Reports. The specified number of approval copies shall be submitted as specified in the task orders.

D. Information Technology (IT) Security Management Plan - The Contractor shall submit the IT Security Implementation Plan in accordance with NFS clause 1852.204-76 Security Requirements for Unclassified Information Technology Resources for Contracting Officer approval no later than 30 calendar days after award.

E. NASA Property in the Custody of Contractors (NASA FORM (NF) 1018) - The Contractor shall submit the NF 1018 no later than October 15th of each year in accordance with the Section I, NFS clause entitled 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors.

F. Quality Plan – The Contractor shall submit a Quality Plan that addresses how the contract quality requirements will be met. The Quality Plan shall describe how the offeror will develop quality system documentation or modify existing quality system documentation needed to ensure effective planning, operation and control of processes/work activities specific to this contract. This document shall describe how the integrity of the Quality Management System (QMS) is maintained when changes to the QMS are planned and implemented. The Contractor shall maintain a comprehensive Quality Plan throughout the contract period of performance that is compliant with the contract terms. The Quality Plan may consist of the Quality System Manual (as described below) and a statement indicating that no changes are needed to the contractor's QSM as a result of this contract. The contractor shall submit any updates to the ISO 9001 compliance status within 30 days of the change in status.

G. Quality System Manual and Procedures - The Contractor shall submit a Quality System Manual that includes, but not be limited to, procedures to address the following: (1) contract and subcontract management, (2) customer requirement review and execution, (3) task management, (4) document control, (5) handling of customer supplied product, (6) corrective, preventive, and continuing improvement action systems, (7) training of employees, and (8) customer satisfaction/performance measurement.

H. Federal Contractor Veterans Employment Report -- In compliance with Clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.

I. Limitations on Subcontracting Annual Report - The purpose of this report is to obtain information necessary to evaluate contractor compliance with Clause 52.219-14, Limitation on Subcontracting. Accordingly, the contractor shall submit a report to the Contracting Officer that demonstrates such compliance; specifically the report shall contain sufficient information to demonstrate compliance with the requirement that "at least 50% of the cost of contract performance incurred for personnel shall be expended for employees of the concern." Note that for the purposes of this clause, consultants are defined as subcontractors and are not

“employees of the concern.” The report is due no later than June 30 of each calendar year and upon completion of the contract period of performance.

J. Interim patent rights report - After the first anniversary date of the contract, the Contractor shall submit an annual list of all subject inventions to be disclosed as set forth in FAR 52.227-11 Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11 Patent Rights--Retention by the Contractor (Short Form)).

K. Final Patent Rights Report - The Contractor shall submit a listing of all subject inventions or certify that there were none as set forth in FAR 52.227-11 Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11 Patent Rights--Retention by the Contractor (Short Form)). This report is due prior to contract closeout.

L. Invention Disclosure Reporting - The Contractor shall disclose each subject invention under the contract as set forth in FAR 52.227-11 Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11 Patent Rights--Retention by the Contractor (Short Form)). The electronic and paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software), shall be used for this reporting. Both the electronic and paper versions of this form may be accessed at <http://invention.nasa.gov>. Disclosures are required **within two months after the inventor discloses it in writing to Contractor personnel** who are responsible for patent matters.

M. Organizational Conflicts of Interest (OCI) Avoidance Plan – The Contractor shall maintain a comprehensive approved OCI Avoidance Plan throughout the contract period of performance that is compliant with the contract terms. The approved plan will be incorporated into the contract, exhibit D as a compliance document once approved.

II. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration Langley Research Center Attn: **See Below** Mail Stop: **See Below**. Contract: **NNL10 TBD** Hampton, VA 23681-2199

B. The following letter codes designate the recipients of reports and other documentation which are required to be delivered prepaid to Langley Research Center by the Contractor:

1. A--Contract Specialist, Mail Stop 126
2. B--Contracting Officer Technical Representative, Mail Stop 160
3. C--New Technology Representative, Mail Stop 401
4. D--Reserved
5. E--Reserved
6. F--Reserved
7. G--Financial Management, Mail Stop 175

8. H--Patent Counsel, Mail Stop 141
9. I--Reserved
10. J--Reserved
11. K--Center Information Technology Security Manager (CITSM), Mail Stop 164
12. L--According to instructions on form
13. M--As required by Task Order
14. N--Task Monitor
15. O--Langley Management System Project Office, Mail Stop 438
16. P--Industrial Property Officer, Mail Stop 377

C. The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifying the number of copies to be provided:

DISTRIBUTION REQUIREMENTS		
Document Letter	Document	Distribution Code and Quantity
A	Monthly Financial Management Report (NASA Form 533M)	A-1, B-1, G-1, N-1
B	Monthly Technical Letter Progress Report	A-1, B-1, M-1, N-1
C	Final Reports	A-1, B-2, N-1
D	Information Technology (IT) Security Management Plan	A-1,B-1,K-1
E	NASA Property in the Custody of Contractors (NASA FORM (NF)1018)	A-1,G-1, P-1
F	Quality Plan	A-1, B-1, O-1
G	Quality System Manual and Procedures	A-1, B-1, O-1
H	Federal Contractor Veterans Employment Report (VETS-100)	L, A-1
I	Limitations on Subcontracting Annual Report	A-1, B-1
J	Interim Patent Rights Report	A-1, B-1, C-1, H-1
K	Final Patent Rights Report	A-1, B-1, C-1, H-1
L	Invention Disclosure Reporting	A-1, B-1, C-1, H-1
M	Organizational Conflicts of Interest Mitigation Plan	A-1, B-1

D. If delegated, the Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

Exhibit C - Schedule of Rates

<u>Labor Category</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Program Manager					
Prime Contractor - ERT, Inc.	(b) (4)				
Study Manager					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Senior Scientist					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Scientist					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Senior Engineer					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Engineer					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Cost Analyst					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Senior Management Analyst					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Senior Mathematician/Analyst					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Mathematician/Analyst					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Editor/Technical Writer					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Data/Task Integrator					
Prime Contractor - ERT, Inc.					
Subcontractor - Futron Corp					
Subcontractor - MCR Federal					
Subject Matter Expert (SME)					
Prime Contractor - ERT, Inc.					
Business Operations Manager					
Prime Contractor - ERT, Inc.					
Project Financial Analyst					
Prime Contractor - ERT, Inc.					

Exhibit C - Schedule of Rates

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Resource Coordinator					
Prime Contractor - ERT, Inc.	(b) (4)				
IT/ePIMS Support					
Prime Contractor - ERT, Inc.					
Prime Non-Labor Indirect Rates					
Material /Subcontract Handling	(b)				
Allocation Base (Define)	Direct Material & Direct Subcontract Dollars				
G&A	(b)	(b)	(b)	(b)	(b)
Allocation Base (Define)	Value-Added Base (Total Cost input less G&A and B&P Expenses, Direct Subcontract Cost an Direct Material Cost).				

Instructions:

1. Provide the name of each significant subcontractor.
2. Provide fully burdened labor rates without fee for the prime contractor.
3. Subcontractor burdened rates must include their fee.
4. Provide a Non-Labor Indirect Rate for each year and define the allocation base.
5. Additional lines may be added for Non-Labor Indirect rates as needed.
6. The rates in this schedule are used only for establishing estimated costs for task orders.

Exhibit F
MINIMUM QUALIFICATIONS FOR LABOR CATEGORIES

All required degrees must be earned from an accredited institution.

Program Manager:

Experience: Must have 5 years progressively responsible supervisory and management experience managing and coordinating complex technical, scientific and/or engineering contracts.

Education: Must have a bachelor's degree in a science, engineering, technical, management or directly related field.

Study Manager:

Experience: Must have 5 years progressively responsible experience coordinating and managing complex technical, scientific and/or engineering tasks.

Education: Must have a bachelor's degree in a science, engineering, technical, management or directly related field.

Senior Scientist:

Experience: Must have 10 years experience in basic or applied research in planetary science, astrophysics, heliophysics, Earth science, or other applicable research areas.

Education: Must have a Ph.D. in one of the physical sciences with a record of publication in a scientific journal commensurate with experience beyond the Ph.D. level.

Scientist

Experience: Must have 5 years experience in basic or applied research in planetary science, astrophysics, heliophysics, Earth science, or other applicable research areas.

Education: Must have an advanced degree in one of the physical sciences with a record of publication that indicates currency in the field of work related to the contract.

Senior Engineer

Experience: Must have 10 years progressively responsible experience in aerospace engineering, with at least five years experience in the management and technical direction involved in the design or development of space flight hardware programs. Experience in aerospace engineering can include: spacecraft systems engineering, attitude determination and control, mission design, power systems, propulsion systems, thermal control systems, launch systems, communication systems, structures and materials, data systems, ground operations, data processing and analysis, and project management. Must be proficient in the use of industry standard aerospace engineering analysis tools. Must be capable of developing stand-alone functional math models to support specific evaluations, assessments or studies.

Education: Must have at least a bachelor's degree in an engineering, mathematics, or science discipline.

Engineer

Experience: Must have 5 years experience in aerospace engineering. Experience in aerospace engineering can include: spacecraft systems engineering, attitude determination and control, mission design, power systems, propulsion systems, thermal control systems, launch systems, communication systems, structures and materials, data systems, ground operations, data processing and analysis, and project management. Must be proficient in the use of industry standard aerospace engineering analysis tools. Must be capable of developing stand-alone functional math models to support specific evaluations, assessments, or studies.

Education: Must have at least a bachelor's degree in an engineering, mathematics, or science discipline.

Senior Management Analyst

Experience: Must have 10 years experience in analyzing management systems. Must be proficient in gathering management data, developing models of management systems, investigating alternatives, and using personal judgment in analyzing management systems.

Education: Must have a master's degree in administration, accounting, engineering, or a related field.

Senior Mathematician/Analyst:

Experience: Must have 5 years progressively responsible experience in probabilistic assessments and/or data analysis.

Education: Must have a master's degree in mathematics, finance , engineering, or other directly related field.

Mathematician/Analyst:

Experience: Must have 3 years experience performing probabilistic assessments and/or data analysis.

Education: Must have a bachelor's degree in mathematics, finance, engineering or other directly related field.

Cost Analyst

Experience: Must have 5 years experience in estimating and analyzing space mission cost. Must be proficient in the use of aerospace industry standard cost analysis tools.

Education: Must have at a bachelor's degree in mathematics, finance, engineering, or other directly related field.

Editor/Technical Writer:

Experience: Must have 4 years experience editing, writing, and organizing technical documents and reports.

Education: Bachelor degree with a major in communications, English, journalism, or directly related field.

Data Task Integrator:

Experience: Must have at least 2 years experience preparing contractual and business-related documents, documenting and distributing materials, and performing conference-related assignments that demonstrate their ability to handle the many tasks needed for successful conferences.

Education:

Must have a bachelor's degree in business management, communications or a directly related field.