

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/>	RATING DO-C9	PAGE 1 OF 53
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2. CONTRACT NO. NNA07BB01C	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 4200186659, 4200192522
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5. ISSUED BY NASA Ames Research Center Acquisition Branch for Aeronautics Moffett Field, CA 94035-1000 Attn: Michael	6. ADMINISTERED BY (If other than Item 5) Same as Block 5 POC: Michael J. Hutnik III Phone: (650) 604-4195 E-mail: Michael.J.Hutnik@nasa.gov
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) Monterey Technologies, Inc. 24600 Silver Cloud Court, Suite 103 Monterey, CA 93940	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Net 30
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10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: <input checked="" type="checkbox"/> ITEM 12
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CODE:	FACILITY CODE	11. SHIP TO/MARK FOR SEE CLAUSE J- IF APPLICABLE	12. PAYMENT WILL BE MADE BY NASA Ames Research Center Financial Management Division, M/S 203-18 Moffett Field, CA 94035-1000
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13. AUTHORITY FOR USING OTHER THAN FULL & 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 4200186659 \$35,000.00 4200192522 \$20,000.00 PPC: KX
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15A. ITEM NO.	15B. SUPPLIES/SERVICES Rotary Wing Engineering, Modeling, and Simulation	15C. QUANTITY 1	15D. UNIT LOT	15E. UNIT PRICE NSP	15F. AMOUNT See B.1
15G. TOTAL AMOUNT OF CONTRACT <input checked="" type="checkbox"/>					\$55,000.00

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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 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 05-A3.01-9828, 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 continuation 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) Robert T. Hennessy, President	20A. NAME OF CONTRACTING OFFICER (Type or print) Michael J. Hutnik, III, Contracting Officer
19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)**

The estimated cost of this contract is \$18,181,818. The fixed fee is \$1,818,182. Total estimated cost and fixed fee is \$20,000,000.

(End of clause)

NOTE: Offeror will propose a fixed fee percentage that will be applied to each Task Order after the estimated cost has been calculated. The amount of fixed fee calculated for each Task Order, based on the estimated costs, will be the fixed fee for that Task Order, regardless of the actual costs incurred during performance of the Task Order. The fixed fee percentage negotiated is 10%.

B.2 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$31,818. This allotment is for work conducted under CLIN 01 and covers the following estimated period of performance: TBD.

(b) An additional amount of \$ 3,182 is obligated under this contract for payment of fee.

(End of clause)

B.3 SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997)

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish supplies/services in accordance with the Description/Specification/Work Statement set forth in Section C.

Item No.	Description	Qty	Unit	Unit Price	Total Price
CLIN 1	Research and Development In Rotary Wing Engineering, Modeling and Simulation	1	LOT	NSP	\$35,000

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

**C.1 DESCRIPTION/SPECIFICATION/WORK STATEMENT (ARC 52.211-93)
(FEB 1997)**

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein.

ROTARY WING ENGINEERING, MODELING, AND SIMULATION**STATEMENT OF WORK**

This Statement of Work (SOW) describes the requirements for contract services for aeronautical rotary wing engineering, research and development, systems analysis and modeling and simulation.

1.0 Background

NASA pioneers the advancement of knowledge and innovative technology in subsonic rotary wing disciplines, rotorcraft aeromechanics and human-system integration. NASA conducts this research and development through many approaches, including the following.

- Conducts fundamental and applied research to improve rotorcraft performance in the areas of aerodynamics, dynamics, flight controls and handling qualities, flight testing, simulation, acoustics, comprehensive analysis and advanced design
- Develops the associated technology and transfer the results and tools to the U.S. aerospace community
- Develops new technologies for application to civilian helicopters, tilt rotor aircraft, and other advanced rotary-wing aircraft
- Provides the U.S. rotorcraft industry, Department of Defense, and other Government agencies with the technical expertise required to produce and use safe, affordable, and effective all-weather rotorcraft systems

The intent of this solicitation is to procure the needed skill, capabilities, goods and services to enable these efforts.

2.0 Use of Unique Research Facilities

The services performed under this contract may require the use of various research facilities including but not limited to the following:

- Vertical Motion Simulator (VMS) at Ames Research Center

- National Full-scale Aerodynamics Complex (NFAC)
- Rotorcraft Aircrew Systems Concept Airborne Laboratory
- High End Computing Columbia Project

This solicitation does not preclude the possibility that facilities may be provided that are located at other NASA Centers or other federal laboratories.

3.0 Scope of Work

This Statement of Work describes technical services required to fulfill the technology development needs to meet NASA's R&D mission. These services fall into the following broad categories:

- Rotary wing aeromechanics modeling and analysis
- Simulation facility hardware and software development for experimental research and feasibility assessments
- Aircraft performance, handling qualities, cockpit displays, and flight control systems analysis and evaluation
- Distributed and non-distributed models and simulation information technology
- Human-in-the-loop simulation research and development, test and evaluation, and training
- Mission effectiveness analysis, modeling and simulation, and program analysis and management

The Government will issue Task Orders (TOs) to define the services through task order statements of work that include deliverables and period of performance for each task. All work shall require a TO approved by the Contracting Officer, and this shall constitute the normal basis for work accomplishment and performance assessment. Each TO will reference the applicable Section of this SOW and will define milestones, deliverables, applicable documents, reporting requirements, Government Furnished Equipment, and travel requirements. TOs will be performance based; that is, they will be written in terms of expected outcomes that can be objectively measured by the government.

The Government reserves the right to increase or decrease the level of contractor services (including adding/revising requirements) in any of the identified areas or to add contractor services to other programs and facilities. Any such increases or decreases will be accomplished via a supplemental agreement.

4.0 Description of Required Services

The requirements of this SOW are organized into six Performance Areas:

- (1) Rotorcraft Aeromechanics Modeling and Analysis
- (2) Simulation Facility Hardware and Software Development for Experimental Research and Feasibility Assessments

- (3) Aircraft Performance, Handling Qualities, Cockpit Displays, and Flight Control Systems Analysis and Evaluation
- (4) Distributed and Non-Distributed Models and Simulation Information Technology Services
- (5) Human-in-the-Loop Simulation Research and Development, Test and Evaluation, and Training
- (6) Operations Effectiveness Analysis, Modeling and Simulation, and Program Analysis and Management

Within this SOW, descriptions of services may include bulleted lists. These lists are intended to describe some of the major activities within the service being described and should not be considered complete or comprehensive.

In order to meet the Government's objectives, the Contractor may, at times, be required to provide all or any portion of these services twenty-four hours a day, including weekends and holidays. In addition, these services may be provided to other NASA facilities, installations, or other Government Agencies.

4.1 Rotorcraft Aeromechanics Modeling and Analysis

4.1.1. Aeromechanics Simulation Model Development

The contractor shall develop comprehensive aeromechanics models for engineering analysis. Aeromechanics is the multidisciplinary discipline of helicopter analysis which embraces aerodynamics, dynamics, structural dynamics, loads, acoustics, aeroacoustics, and controls for vehicle flight as well as controls to enhance aeromechanical behavior. The contractor shall provide flight dynamics models of varying complexity as required to support the mission, from high fidelity real-time models for piloted engineering evaluations to simplified real-time models for pilot training and computer generated forces. The sophistication of these models will be tuned to match the application, and the computational intensity will be geared to the available computer equipment. In addition, the Contractor shall document the traceability of all simplified models to a primary engineering level model to insure appropriate fidelity at all levels.

4.1.2 Simulation Services to Support Flight Testing

The contractor shall perform automated flight test simulation services to support flight tests. These services shall include, but are not limited to:

- Assisting in flight test plan development, data acquisition strategies, data acquisition and reduction, and analysis
- Generating standard plot formats
- Performing sensitivity analyses on sensor locations and control input frequency content
- Conducting real-time simulation for test pilot familiarization
- Conducting on-line simulation during flight testing to enhance flight safety and support real-time planning and evaluation

- Utilizing simulated flight tests to augment actual flight testing

4.1.3 Aeromechanics Model Validation

The contractor shall perform services to validate aeromechanics models and simulations. These services shall include, but are not limited to:

- Preparation and processing of flight test data for use in validation
- Performing simulated flight tests and comparing the results of these tests with actual flight test results
- Processing of flight test data to enable further modeling and simulation prediction of radiated far field acoustics
- Upgrading model structure (structure validation) and model parameters (data validation) to improve correlation between flight test and simulation
- Validation of interference models

4.1.4 Aeromechanics Model Design Analysis

The contractor shall perform services to evaluate the design of aeromechanics models in terms of performance, stability, handling qualities, and other parameters. These services shall include, but are not limited to:

- Generating performance tests and assessing design tradeoffs
- Extracting linearized models and evaluating stability and controllability information
- Performing automated handling qualities evaluations in accordance with Aeronautical Design Standard 33, *Handling Qualities Requirements for Military Rotorcraft in Degraded Visual Environments*
- Predicting steady and vibratory loads
- Predicting acoustic footprints to optimize mission trajectories; altering design features to achieve acoustic requirements if required
- Predicting interference effects of main rotor, fuselage, and two-dimensional control surfaces on each other

4.1.5 Integration of Aeromechanics Simulation Models into Distributed Simulation Environments

The contractor shall provide services to integrate aeromechanics simulation models into distributed simulation environments. These services shall include, but are not limited to:

- The simulation of vehicles (including UAVs) to include strategic displays, navigation and communications equipment, radar sensors, weapon systems and countermeasures, and the modeling of the interaction between these systems and mother ship flight dynamics
- Integration of high quality flight dynamics models with a high fidelity cockpit using a flexible application programming interface
- Integration of simplified flight dynamics models with behavioral modeling systems assigned to vehicles to provide realistic aviation computer generated forces

- Integration of flight dynamics models with a distributed interactive simulation interface in a multi-vehicle simulation and the establishment of a format for instancing the simulation in a specific scenario
- Integration of aeromechanics models with actual (real-world) flight control computers, control actuators, and digital databases

4.1.6 Training in Aeromechanics Modeling, Design and Analysis

The contractor shall provide services to train users in the capabilities and limitations of specified aeromechanics models. These services shall include, but are not limited to:

- Self guiding tutorials in the use of aeromechanics simulations for design, evaluation, and testing, with examples that can be performed by those with access to simulations
- Formal classroom training with on-line simulation examples

4.2 Simulation Facility Hardware and Software Development for Experimental Research and Feasibility Assessments

4.2.1 Simulation Scenario Design and Development

The contractor shall provide services to design and develop scenarios for mission simulation exercises. Scenarios shall portray realistic situations/conflicts in terms of fidelity of behaviors, scale of conflict, type of conflict, number of participants/combatants, types of participants/combatants, and other features. Behaviors of systems included in the scenarios shall conform to accepted/approved concepts of operation. Other systems shall be consistent with U. S. government data and expectations regarding performance capabilities and concepts of operation. The contractor shall also prepare dialogue and event scripts to augment each scenario.

4.2.2 Government Simulation Demonstration and Exercise Coordination

The contractor shall provide services to coordinate GFE models and simulations with Government multi-participant simulation demonstrations and simulation. The contractor shall identify facility and test requirements. The contractor shall establish procedures and guidelines to ensure compliance with demonstration/exercise objectives and compatibility of GFE models and simulations with the overall simulation environment and other participants.

4.2.3 Independent Industry Project Assessments

The contractor shall provide services for independent assessment of government projects. Assessments shall include planning and coordinating project briefings, summarizing private industry contributions and preparing a written review and critique to the government. The contractor shall arrange the participation of industry representatives and shall furnish the services, facilities, equipment, and materials necessary to conduct the review and critique.

4.2.4 Simulator System Development and Operation

The contractor shall provide services to develop simulator systems, assess system potentials for meeting present and future Department of Defense research and development simulation requirements, and provide overall detailed system analysis to ensure optimum design to meet user requirements. These services shall include, but are not limited to:

- Engineering and psychophysical evaluations
- Software and hardware development

- System refinements and upgrades
- System safety support
- Man-rating support
- Airworthiness assurance support
- Documentation for prototype technology demonstrations and delivered systems

The Contractor shall provide services for simulator operations and maintenance. These services shall include, but are not limited to:

- Assuring sufficient on-site maintenance services to expeditiously correct system malfunctions
- Conducting off-line diagnostics and repairs
- Procuring and maintaining an adequate supply of spare parts to maintain the operational integrity of the entire system

4.3 Aircraft Performance, Handling Qualities, Cockpit Displays, and Flight Control Systems Analysis and Evaluation

4.3.1 Handling Qualities Evaluations and Criteria Development

The contractor shall provide services to evaluate the handling qualities of fixed and rotary wing aircraft. The contractor shall also provide services to conduct or assist in the conduct of piloted simulations and flight tests to assess aircraft handling qualities. The contractor shall develop or modify handling qualities criteria as necessary to account for factors that are not included in existing criteria.

4.3.2 Flight Control System Design and/or Evaluation

The contractor shall provide services to evaluate and design control laws for new aircraft flight control systems and upgrades to existing systems. These services shall include, but are not limited to:

- Evaluation of and recommendation of improvement to developmental flight control systems
- Development and validation of modifications to existing flight control systems
- Conduct of basic research on flight control systems

4.3.3 Design of Display Symbolology and Control Laws

The contractor shall provide services to design displays and controls for fixed and rotary wing aircraft. These services shall include, but are not limited to:

- Development of a methodology to quantify the impact of degraded visual cueing on rotorcraft handling qualities
- Development and evaluation of controls and displays for steep approaches in conditions of very low visibility
- Development and evaluation of symbolology, raster displays, and control laws for heads-up displays (HUD), or helmet mounted displays (HMD) to assist in fixed-wing landings in conditions of very low visibility

4.3.4 Piloted Simulation for Evaluation of Displays and/or Handling Qualities

The contractor shall provide services to support the development and conduct of piloted simulations. These services shall include, but are not limited to:

- Development and checkout of the simulation code
- Preparation and execution of test plans
- Interpretation of the results from simulation handling qualities experiments

4.3.5 Flight Testing for Evaluation of Displays and Handling Qualities

The contractor shall provide engineering and test pilot services for fixed and rotary wing flight test programs related to the evaluation of controls, displays, and handling qualities.

4.4 Distributed and Non-Distributed Models and Simulation Information Technology Services

The contractor shall provide services to apply Information Technology principles to the analysis, use, and application of models and simulations in all phases of the software development processes. These services will encompass, among others, the application of high fidelity models and simulations library components to enhance advanced rotorcraft simulations, and the development and application of Verification and Validation (V&V) policies, procedures, and methodologies for aged monolithic models and simulations and distributed simulation systems. Under this task, the contractor will provide a staff of simulation analysts, and simulation, software, and satellite navigation engineering subject matter experts that can apply their expertise to aid the Government in the design, development, and V&V of advanced rotorcraft simulations, including real-time, high-fidelity, human-in-the-loop simulations for piloted operational assessments of future aircraft concepts. This expertise shall include experience in the design, implementation, and testing of navigation, surveillance, guidance and control, communications, and subsystems hardware and software, a novel approach to the V&V of complex legacy and developing simulation software that incorporates the use of automated tools, and hands-on experience in prototype V&V activities for distributed interactive simulations.

4.4.1 Development, Implementation and Application of Modeling and Simulation Software Modules and Techniques

The contractor shall provide services to develop and apply engineering level (high fidelity), platform (high fidelity), and mission/campaign (typically lower fidelity) simulations based on an internal model and simulation library. These simulations will be used to assess the combat effectiveness of future aircraft designs in operations, pilot training, and mission planning.

4.4.2 Development and Implementation of Verification, Validation and Accreditation Plans, Policies, Procedures, and Methodologies

The contractor shall provide services to develop and implement Verification, Validation and Accreditation (VV&A) policies, procedures, and methodologies to ensure that models and simulations comply with Government standards and regulations. These services shall apply to VV&A policies, procedures, and methodologies for: 1) monolithic or standalone models and simulations, and 2) distributed systems, to include distributed simulation, Advanced Distributed Simulation (ADS), and High Level Architecture (HLA) applications. The contractor shall conduct planning, execution, and analysis of VV&A. These activities shall encompass the

VV&A of legacy and developmental monolithic models and simulations as well as the VV&A of distributed simulation, ADS, and HLA design applications.

4.4.3 Modeling and Simulation Development

The contractor shall provide Modeling and Simulation development services. These services shall include, but are not limited to:

- Development of preliminary design goals and requirements
- Development of engineering level designs
- Development (coding) and modification of software
- Test and evaluation
- Preparation and review of documentation

Additional development activities include providing comparison analyses between similar classes of models and simulations and the evaluation of existing models and simulations to meet specified requirements. The contractor shall also maintain an awareness of the status of Modeling and Simulation within the Government and shall incorporate emerging strategies and trends into their software development practices.

4.4.4 Prototype Tool Development and Evaluation

The contractor shall provide services to survey and evaluate modeling and simulation tools. The contractor shall survey commercial off-the-shelf automated tools to determine their applicability to software development and V&V, and incorporate suitable tools into the simulation development environment. If no tools are found with the required functionality, the contractor shall develop new tools or augment existing ones.

4.4.5 RF Safety Assurance Services

The contractor shall provide technical services to the in the area of radio frequency (RF) emission evaluation and shall advise the Government of the safety levels associated with the site. These services shall include, but are not limited to:

- Making field measurements and evaluations of RF emitters, providing expert guidance on how to investigate and resolve RF safety inquiries, providing expert testimony, and preparing documentation of all field surveys
- Maintaining an RF overexposure repository, including updating the repository with new cases and providing both summary reports and data retrieval
- Providing advice in response to specific technical/safety questions from field units regarding safe use of specific RF systems at their locations, facilitating and transferring field information and concerns to Government research personnel and new research information to field units, and maintaining a log to document all telephonic RF safety consultation

4.4.6 Simulation Based Acquisition Services

The contractor shall provide services to support Simulation Based Acquisition (SBA) efforts and initiatives. These services shall include, but are not limited to:

- Development of concepts, requirements, design of support architectures, and the design and development of models and simulations that fit within the architecture
- Compilation of relevant SBA-type models and associated tools that can be applied to the conceptual acquisition phases of relevant programs

- Definition of a virtual model of a generic SBA project. Design tailoring of the architecture for the SBA complying with applicable protocols and standards from Test and Training Enabling Architecture and HLA
- Development of a distributed architecture for integrated product and process development (IPPD) that can be used throughout the total life cycle of a system
- Demonstration of a conceptual architecture of the prototype Simulation Based Acquisition and Live Training tool

4.5 Human-In-The-Loop Simulation Research and Development, Test and Evaluation, and Training

4.5.1 Human-in-the-Loop Simulation Studies for Research and Development, and Test and Evaluation

The contractor shall provide services to develop designs for experiments on rotorcraft mission effectiveness ranging from analytical studies through part-task simulation to full-mission simulation. These experiments are expected to entail the use of flight simulators for both research on and training of pilot subjects and to require both traditional and innovative experimental design in applied behavioral research. These services shall include, but are not limited to:

- Definition of experimental objectives
- Design of experiments in accordance with accepted scientific methods
- Development of test plans for data collection, reduction, and analysis

4.5.2 Training, Training Programs, and Training Systems to Support Pilot-in-the-Loop Simulation Studies

The contractor shall provide services to develop training programs and training systems serving pilots, subject matter experts, and support personnel. The training will cover such topics as the operation of simulator controls and displays, the operation of auxiliary team stations, and the roles to be played by the support personnel in emulating full mission scenarios. The contractor shall provide the full spectrum of training activities, including:

- Training of simulation subjects
- Scheduling of training activities and data collection intervals
- Introductory lecture sessions
- Controls and displays training using the training stations
- In-simulator training

4.5.3 Development of Data Analysis Procedures and Performance and Effectiveness Measures

The contractor shall provide services to develop procedures for achieving rapid production of summaries and analyses of data collected during simulation experiments. These services shall include, but are not limited to:

- Specification of performance measurement data summary and analysis requirements in terms of formats, extraction sets, configurations, and time base as part of a pre-run file
- Formalization and extension of the post-run quick look data production

- Validity and integrity checking of the raw data collected
- Automation of the Relational Database populating procedures
- Automation of batch processing of data extraction, summarization, and analysis configuration processes
- Automation of the procedures for producing tabular and graphic data summaries as well as preliminary analyses such as Analysis of Variance and Multivariate Analysis of Variance
- Development procedures for rapid manual entry of data into the database

The contractor shall develop procedures for checking data integrity, automating the database population, data extraction, and data summary and analysis.

4.5.4 Development of Advanced Performance Measurement Techniques

The contractor shall provide services to develop performance measurement methodologies including Measures of Effectiveness that can be used to assess multi-faceted crew behavior in full-mission simulations and other complex environments such as field tests.

4.5.5 Research System Integration

The contractor shall provide services to coordinate research project goals and necessary simulator modifications. The contractor shall communicate with the Government research manager regarding project requirements, and to assist the project leader in obtaining and communicating accurate information to operations personnel in a timely fashion.

4.5.6 Human Factors Engineering

The contractor shall provide specialized human factors engineering services to support interface development, systems engineering, and testing of emerging mission-dependent technologies. These services will be applied to human-system design, crew and mission performance measurement, and constructive and virtual simulation for acquisition decision support and evaluation of equipment, systems and procedures. These services shall include, but are not limited to:

- Context characterization and design; research, test and evaluation; and the development of simulation methodologies applying cognitive and behavioral task analysis, workload assessment and situation awareness assessment, and design of decision and situation awareness support systems
- The development and application of performance measurement techniques at the mission, function and task levels based on a full spectrum of objective data, video records, and observational judgments and subjective measurements
- The analysis of data using a variety of inferential statistical methods
- Preparation of conventional and multimedia reports with text, graphics, video and sound, to summarize and highlight the salient features of the research and testing outcomes
- Refinement and improvement of constructive and virtual simulation methodologies
- Preparation of quantitative descriptions of human cognitive and behavioral characteristics including latencies, durations, variabilities, accuracies, and errors suitable for use in constructive simulation and modeling of semi-automated forces as well as to support the verification and validation processes

- Enhancement of evaluation methodologies by analyzing and documenting the functional differences between complex mission-dependent systems, characterizing the impact of the differences on simulation development, system usability, and mission accomplishment

4.6 Operations Effectiveness Analysis, Modeling and Simulation, Program Analysis and Management

4.6.1 Operations Analysis

The contractor shall provide subject-matter-expert and consulting services concerning current and projected tactical and operational operations. Consulting services shall include informal and formal briefings detailing the employment of current and projected forces and systems in individual, combined, joint, and coalition operations in accordance with current and projected doctrine and tactics, techniques, and procedures.

4.6.2 Modeling and Simulation Support

The contractor shall provide services to evaluate simulation models under consideration for Government use. These evaluations shall include, but are not limited to, the areas of model fidelity, realistic player behavior, environmental effects, player component behavior, flexibility, compatibility with other models in a distributed simulation environment, and model-user interface issues. The contractor shall provide services to develop new simulation models and to modify existing models. Specific areas to be covered include developing appropriate characteristics and performance of aircraft and other systems types, defining the attributes of their systems and subsystems, representing effects of the tactical environment, representing realistic operational and tactical behaviors, defining user interfaces, and structuring and populating data input libraries.

4.6.3 Requirements Analysis

The contractor shall provide services to develop a requirements analysis process capable of defining functional level requirements for use in generating design specifications for both hardware and software. The contractor shall document the results in a format and a level of detail sufficient to develop system level hardware and software designs. The contractor shall provide services to develop a methodology for defining Measures of Effectiveness and Measures of Performance to support the requirements analysis process.

4.6.4 Development, Implementation and Management of Simulation Training Programs to Support Government Simulations

The contractor shall provide services to develop, implement, and manage training programs to support simulation demonstrations, experiments, operational tests, studies, and technical tests using constructive, virtual, and live simulation. These services shall include, but are not limited to:

- Reviewing objectives of demonstrations, experiments, and tests to determine training needs
- Identifying the type of training to be accomplished
- Determining schedules, resource requirements, and allocations
- Creating lesson plans and training objectives
- Executing and managing training programs

4.6.5 Scenario Generation

The contractor shall provide services to develop realistic tactical and operational scenarios.

The scenarios shall include, but are not limited to:

- Participant orders of placement, and movement
- Specific vehicle and subsystem models with realistic characteristics, capabilities, and behaviors
- Terrain, environmental factors, and illumination to support scenario objectives
- Operations orders, maps, and other planning products
- Scenario timelines and scripting

4.6.6 Simulation Support Services

The contractor shall provide subject-matter-expertise for programs dealing with advanced civilian and/or military aircraft employment, application of advanced technologies, and simulation demonstrations, experiments, operational tests, studies, and technical tests using constructive, virtual, and live simulation. These services shall include, but are not limited to:

- Reviewing program modeling and simulation objectives
- Analyzing the application of advanced technologies for maximum benefits
- Developing training scenarios to highlight the capabilities of the assets on hand

4.6.7 Operational Requirements Analyses

The contractor shall provide services to perform operational requirements analyses. These services shall include, but are not limited to:

- Identifying pertinent references and sources related to operational and tactical issues
- Selecting and evaluating analytical tools for application suitability
- Performing analyses effectively to obtain results to desired degree of certainty
- Documenting final results including references, sources, and assumptions
- Translating operational requirements into terminology easily understood by engineers and scientists

4.6.8 Program Management

The contractor shall provide services to plan and execute research and development projects.

These services shall include, but are not limited to:

- Planning, scheduling, cost estimation, budgeting, and resource allocation
- Establishing program-specific schedule and cost metrics and control measures

4.6.9 Development of Specifications and Standards

The contractor shall provide services to assist Government personnel in preparing Government Standards in technical areas such as cockpit controls and cockpit displays.

5.0 Abbreviations and Acronyms

ADS	Advanced Distributed Simulation
AHB	Ames Handbook
AMM	Ames Management Manual
AMSIM	Advanced Modeling and Simulation Facility
APEX	Advanced Prototyping, Engineering and eXperimentation Laboratory
APMS	Ames Power Management System
ARC	Ames Research Center
AMRDEC	Aviation and Missile Research and Development Engineering Center
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
DO	Delivery Order
DoD	Department of Defense
FAR	Federal Acquisition Regulation
GFP	Government Furnished Property
HLA	High Level Architecture
HMD	Helmet Mounted Display
HUD	Heads-Up Display
IPPD	Integrated Product and Process Development
MIDAS	Man-Machine Integration Design and Analysis System
NASA	National Aeronautics and Space Administration
NFAC	National Full-Scale Aerodynamics Complex
NEMS	NASA Equipment Management System
OSD	Office of the Secretary of Defense
OSHA	Occupational Safety and Health Administration
RF	Radio Frequency
SBA	Simulation Based Acquisition
SOP	Standard Operating Procedure
SOW	Statement of Work
V&V	Verification and Validation
VMS	Vertical Motion Simulator
VV&A	Verification, Validation and Accreditation

(End of Clause)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(End of Clause)

D.2 PACKAGING AND MARKING (ARC 52.211-95) (FEB 1997)

(a) The Contractor shall pack and mark all hardware deliverable under this contract in accordance with the provisions of NASA Handbook (NHB) 6000.1, Requirements for Packaging, Handling, and Transportation, and/or MIL-STD-2073-1 and MIL-STD-2073-2, as applicable, except as noted below:

None

(b) The Contractor shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1.

(c) The Contractor shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. The Contracting Officer's technical representative is the approving official of the records and special packaging data under paragraph 302 of NHB 6000.1.

(d) The Contractor's packaging specifications or procedures may be utilized if they are (i) not in conflict with cited NASA specifications and (ii) approved in writing by the Contracting Officer.

In any conflict between NASA and the Contractor specifications or procedures, the NASA documents cited in this clause shall take precedence.

(e) The Contractor shall place identical requirements on all subcontracts.

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT COST REIMBURSEMENT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(End of Clause)

**E.2 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72)
(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 four (4) copies, an original and three (3) 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)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(End of Clause)

F.2 PERIOD OF PERFORMANCE (ARC 52.211-100) (JUL 1997)

The period of performance of this contract shall be for 5 years from the date of contract award.

(End of Clause)

F.3 PLACE OF PERFORMANCE (ARC 52.237-90) (FEB 1997)

The contractor shall perform the work under this contract at the Contractor's place of business, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

F.4 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.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT

(End of Clause)

**G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 1852.216-87)
(OCT 1997) (MODIFIED ARC/FEB 1998)**

(a) Public vouchers for payment of costs shall include a reference to the contract number and the contractor's Taxpayer Identification Number (TIN#). Forward vouchers in accordance with the instructions in paragraph (d) below. Except as noted in paragraph (c) below, the address in (d)(3) is the designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract.

(b) Reporting Requirements Under Taxpayer Relief Act of 1997:

(1) The Taxpayer Relief Act of 1997, enacted August 5, 1997, requires Federal executive agencies to file information returns (i.e., Form 1099-MISC) for payment of \$600 or more to corporations for services. Payments for services under certain confidential or classified contracts

that meet the requirements of Internal Revenue Code Section 6050M(e) are excluded from the reporting requirements. This change became effective as of January 1, 1997.

(2) In order to comply with the Act, the contractor shall separately subtotal taxable services and nontaxable materials and supplies on each voucher. If subtotals are not specified on the vouchers, the Government will presume that the entire voucher amount is reportable and will be shown on the Form 1099-MISC generated by NASA and provided to the contractor and the Internal Revenue Service.

(c) DCAA Program for Contractor Direct Submission of Interim Vouchers to NASA Paying Offices:

(1) When authorized by the Defense Contract Audit Agency (DCAA), the contractor may submit interim vouchers directly to NASA paying offices. Such authorization does not extend to the first and final vouchers. The contractor will continue to submit first vouchers to the DCAA office identified below. Final vouchers will be submitted to the designated contracting officer with a copy to DCAA.

(2) Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.

(3) Interim vouchers submitted under this program are considered to be provisionally approved for payment subject to final audit. In such cases, Copy 2, identified in paragraph (c)(3)(iii) below, need not be submitted.

(d) The Contractor shall prepare and distribute cost vouchers as follows:

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

(2) Copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment as required below.

(3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows and distribute to the respective addressees:

(i) Original and three (3) copies:

Accounting Operations Branch NASA Ames Research Center M/S 203-18 Moffett Field, CA 94035-1000

Cost vouchers shall be submitted via the cognizant Government audit agency identified in paragraph (iii) below.

(ii) Copy 1 -- NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center : Michael J. Huntik, IIII M/S 241-1
Moffett Field, CA 94035-1000

(iii) Copy 2 -- Auditor

Defense Contract Audit Agency

Defense Contract Audit Agency
San Fernando Valley Branch Office
6230 Van Nuys Boulevard
Federal Building, Room 2001
Van Nuys, CA 91401-2724

(iv) Copy 3 -- Contractor

(v) Copy 4 -- Contract Administration Office (if applicable), STAMPED "INFO COPY"

(vi) Copy 5 -- Project Management Office, STAMPED "INFO COPY"

(vii) Copy 6 -- NASA Equipment Management Branch, M/S 255-2, STAMPED "INFO COPY"

(For Contractor-Acquired Property and/or Centrally Reportable Equipment, if applicable -- see paragraph (4) below)

(4) As authorized by FAR 52.216-7(a), the Contractor shall also include the following in its vouchers submitted for payment of costs incurred for any Contractor-Acquired Property or Centrally Reportable Equipment that has an acquisition cost exceeding \$1,000.00;

(i) Date of Purchase

(ii) Purchase Order Number

(iii) Item Description

(iv) Quantity

(v) Purchase Price

"Centrally Reportable Equipment" is defined at NFS clause 1852.245-70.

(e) Public vouchers for payment of fee shall be prepared similarly and be forwarded to:

Accounting Operations Branch NASA Ames Research Center M/S 203-18 Moffett Field, CA
94035-1000

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

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

(End of Clause)

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

(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

Gail Woll
NASA/Ames Research Center
Mail Stop 202A-3
Moffett Field, CA 94035-1000

Patent Representative

Robert Padilla
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 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph

(b) above, the Contractor shall not proceed by shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the

changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

G.5 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (OCT 2003)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If

errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action. (2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

**G.6 LIST OF GOVERNMENT-FURNISHED PROPERTY (NASA 1852.245-76)
(OCT 1988)**

For performance of work under this contract, the Government will make available Government property identified below of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at the Contractor's place of business and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

DATE TO BE FURNISHED	ITEM	QUANTITY	ACQUISITION COST	TO THE CONTRACTOR
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*No Government Property is provided to Monterey Technologies Inc. at the time of contract issuance. During the performance of this contract, Government Furnished Property may be provided to Monterey Technologies, Inc. in accordance with the requirements of the Task Orders issued under this contract. This Clause and Attachment shall be modified at that time to reflect the inclusion of Government Property.

(End of Clause)

**G.7 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY
ON A NO-CHARGE BASIS (NASA 1852.245-80) (MAR 1989)**

In performing this contract, the Contractor is authorized to use on a no-charge, noninterference basis the Government-owned production and research property provided to the Contractor under the contract(s) specified below and identified in the cognizant Contracting Officer's letter approving use of the property. Use is authorized on the basis that it will not interfere with performance of the Government contract(s) under which the property was originally furnished. Use shall be in accordance with the terms and conditions of these contracts and the cognizant Contracting Officer's approval letter.

Contract No(s): None

(End-Of-Clause)

G. 8 DELIVERY of REPORTS (ARC 52.212-100)(Aug 1990)

Unless otherwise specified, all reports shall be addressed the NASA-Ames Research Center, Moffett Field, CA 94035-1000, marked with the contract number, to the attention of the listed recipients, and in accordance with the following delivery schedule:

Item/Report	Delivery Date	Qty	Recipient
1. Monthly Technical Progress Report	Not Later than the 10 th day of each month	1 EA	Contracting Officer, M/S 237-2
		1 EA	COTR, Code AUA, M/S 243-12
		1 EA	Task Manager per Task Order Requirements
2. Final Report (Draft)	30 Calendar days prior to the end of the period of performance	2 EA	COTR, Code AUA, M/S 243-12
3. Final Report	10 Calendar days prior to the end of the period of performance	3 EA	COTR, Code AUA, M/S 243-12
4. Computer Codes	As specified in individual Task Orders or with the final report if not specified	1 Lot	COTR, Code AUA, M/S 243-12
		1 Lot	Task Manager per Task Order Requirements
5. 533M	The 20 th of each month of the reporting period	1 EA	Contracting Officer, M/S 237-2
		1 EA	COTR, AUA, M/S 243-12
		1 EA	Cost Accounting Branch, Code CFG, M/S 203-18
6. 533Q	The 20 th of the month for each quarter of the reporting period	1 EA	Contracting Officer, M/S 237-2
		1 EA	COTR, Code AUA, M/S 243-12

		1 EA	Cost Accounting Branch, Code CFG, M/S 203-18
7. Interim Patent Reports	Yearly as specified in Patent Clause	3 EA	Contracting Officer, M/S 237-2
8. Patent Rights Report	5 Calendar days prior to the end of the period of performance	3 EA	Contracting Officer, M/S 237-2
9. NASA Form 1018	Annually, not later than 31 October	1 EA	Contracting Officer, M/S 237-2
		2 EA	Property Officer
10. Summary Subcontract Report SF 294	Semi-Annually Not later than 30 April and 31 October	1 EA	Contracting Officer, M/S 237-2

G.9 REPORTS of WORK (ARC 52.227-95)(Jun 1993)

(1.) Monthly Technical Progress Report

The contractor shall submit separate progress reports of all work accomplished on each open Task Order during each month of contract performance. Reports shall be in narrative form, and brief and informal in content. Monthly reports shall include as a minimum:

1. A quantitative description of overall progress;
2. an indication of any current problems which may impede performance, and proposed corrective action; and
3. a discussion of the work to be performed during the next monthly reporting period.

(2.) Final Report

1. The Contractor shall submit a Final Report, in narrative form, which documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. The Final report shall include principles, procedures, and methods of application that would be generally applicable to utilization of the results of the studies.
2. The Contractor shall submit two (2) draft copies of this report to the Contracting Officer's technical representative for approval postmarked at least 30 days prior to the expiration date of the contract. Approval shall be deemed to have been granted if no later than 20 days after receipt of the draft report, if approval has not been returned within such period. After approval by the Contracting Officer's Technical Representative, the Contractor shall distribute copies of the Final Report before contract completion in the quantities and to the addresses as indicated in Paragraph C, above.

- (3) Financial Report. The Contractor shall submit an initial Financial Management report (533Q format time-phased over the life of the contract), NF 533M and 533Q reports in accordance with the instructions in NHB 9501.2C, "Procedures for Correlated Cost in Performance Data."

The cost elements to be reported on the 533 reports shall be negotiated prior to award of the contract, but the listing below may be considered representative:

Hours: Prime Contract Direct hours

Costs: Prime Contract Direct labor
Labor Related indirect Costs
Travel
Subcontracts
Materials
Other Direct Costs
G&A and Other indirect Costs, Including FCCM
Estimated Cost
Fixed Fee

NOTE THAT THE REQUIREMENT FOR FINANCIAL REPORTING IS ALSO APPLICABLE TO SUBCONTRACTORS WHEN COST TYPE, PRICE REDETERMINATION, AND FIXED PRICE INCENTIVE CONTRACTS AWARDED WHICH MEET THE CRITERIA SPECIFIED IN NFS 1842.7201

- (1) The NF 533 report shall consist of two distinct parts: (i) a separate report for each TO, and (ii) a tract summary report on which the data shall equal the sum of all the individual TO reports. Completion of columns 7b and 7d on the 533M report is required.

In addition, for those subcontracts which do not require separate 533 reporting, to facilitate the Government in analyzing true monthly costing, the Prime Contractor shall include an informational line indicating monthly Subcontractor accruals and projected costs. It is understood that such Subcontractor work may not show up as a reportable/billable cost for the Prime Contractor to the Government until the Subcontractor has in fact reported to and billed and been paid by the Prime; however, this informational line will greatly assist the Government in assessing and reporting actual work accomplished by both the Prime and Sub during the reporting period.

- (2) The 533Q reports shall also be submitted as a summary and for each Task Order. The same elements reported on the 533M shall be reported on the 533Q.
- (3) Interim Patent Rights Report. An interim patents rights report shall be submitted in accordance with clause 52.227-11
- (4) Patent Rights Report. A final patents rights report shall be submitted in accordance with clause 52.227-11.
- (5) NASA Form 1018. A Report of Government-Owned/Contractor-Held property shall be submitted annually in accordance with Clause 1852.245-73 Financial reporting of Government-Owned/Contractor-Held Property (JUL 1994)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference

(End of Clause)

**H.2 RESTRICTIONS ON PRINTING AND DUPLICATING
(NASA 1852.208-81) (NOV 2004)**

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for

example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of clause)

H.3 KEY PERSONNEL AND FACILITIES (NASA 1852.235-71) (MAR 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 or as specified in the contract Schedule) 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.

None

(End of Clause)

H.4 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 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)

H.5 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. 6 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.7 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCTOBER 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 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(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). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 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)

[END OF SECTION]

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

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

<http://www.acquisition.gov/comp/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS-NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATION
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA

52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATION
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT <u>30th</u> in Paragraph (a)(3).
52.216-8	MAR 1997	FIXED FEE
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert "NA" in paragraph (a).
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY (ALTERNATE I) (FEB 1999)
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (JUL 1995) Insert "None" in paragraph (b).
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT (ALTERNATE I) (APR 1984)

52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
Insert "no later than 15 days prior to submission of the first request for payment" in Paragraph (b)(1).		
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE V) (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	FEB 2006	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-5	JUN 2003	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-9	AUG 2005	USE AND CHARGES
52.245-18	FEB 1993	SPECIAL TEST EQUIPMENT
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.235-70	FEB 2003	CENTER FOR AEROSPACE INFORMATION

(End of Clause)

I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date through the period of contract performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$20,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 days after the end of the Contract Period of Performance.

(End of clause)

I.5 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (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.6 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987)

Except for data contained on pages 1-75 of Volume I and 1-29 of Volume III, 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 data contained in the proposal dated July 17, 2006 upon which this contract is based.

(End of Clause)

**I.7 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I)
(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,

Lewis S. Braxton III
NASA/Ames Research Center
Mail Stop 200-9
Moffett Field, CA 94035-1000

Telephone: (650) 604-5068
e-mail: 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. 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)

**1.8 PROCEDURE FOR THE PREPARATION AND APPROVAL OF
CONTRACTOR FINAL TECHNICAL REPORTS FOR THE NASA AMES
RESEARCH CENTER (ARC 52.211-104) (MAR 1998)**

(a) The editorial guidelines contained herein will be used to prepare contractor final reports for the Ames Research Center. The editorial guidelines are based in part on the practices contained in the NASA Publications Guide, NASA SP7047 (available from the National Technical Information Service, Springfield, VA 22161). Refer to DOD 5220.22M for classified information. Questions concerning the format for NASA contractor final reports should be addressed to the editorial staff of the Documentation Technology Branch (Code JIT). When a NASA contractor report is to be published, these guidelines constitute the recommended practices for contract final report preparation. Reports that do not follow these guidelines will be rejected. Failure to follow the established procedure will necessitate rework and may delay final payment in closing the contract, grant, or cooperative/interchange agreement.

(b) Five copies of the draft final report written according to NASA Ames Research Center guidelines will be prepared. The NASA Ames Contracting Officer will be notified in writing that the draft final report has been completed and transmitted. Four copies will be sent to the Contracting Officer's Technical Representative (COTR) and one copy will be sent to the appropriate editorial office (Code JIT, Mail Stop 241-13). The COTR will review the report for technical accuracy. These draft copies should be reproduced and assembled using the most economical means.

(c) The contractor will receive a letter from the Ames Contracting Officer containing the disposition of the draft report within 45 working days from the time the manuscript is received at the Center. If the COTR determines that the final report will be published as a NASA contractor report, the letter will transmit corrections/changes to be made and instructions to submit the camera-ready master and four copies of the corrected manuscript to the COTR. The COTR will prepare the necessary paperwork to accompany the camera-ready master to the editorial office in Code JIT.

(d) Format and Organization. The final report should be written in a readable and easily understood style. The writing style should be both logical and familiar to scientific and technical personnel. The final report camera-ready master shall be cleanly typed or computer generated on a laser printer (not a dot matrix printer) on opaque, 8 1/2- by 11-inch white paper. The page image area, including page numbers, shall not exceed 7-1/8 by 9- 9/16 inches. Blank pages shall be avoided. The camera ready master should be prepared in a single-column format with a ragged right margin. The text shall be single-spaced to help reduce the overall size of the report, with appropriate but consistent spacing before and after headings, paragraphs, and mathematical formulas. Where practicable, tables and figures shall be integrated into the text at a point following the first reference. Where tables and figures are voluminous or their insertion unduly interrupts the flow of the text, they may be grouped in proper sequence following the references. Each page shall be numbered. The preferred location for page numbers is centered at the bottom of the page.

The recommended organization for the report is shown below:

Cover (prepared by the Government)

Title Page (prepared by the Government)

Table of Contents (if necessary)

Symbols and Abbreviations (may follow Introduction)

Summary

Introduction

Main Body of Text

Conclusions

Appendixes (if needed)

References

Tables (if not integrated in text)

Figures (if not integrated in text)

Deviations from the format and organization shall be made only with the prior consent of the Ames Contracting Officer. For questions concerning format, contact the appropriate publications office.

(e) Measurement Value. Measurement values in NASA contractor reports shall be expressed in a system of units appropriate to the particular discipline and to the intended audience. Usage shall be consistent throughout the document (text, tables, and figures). If it would be desirable to convert customary U.S. units to metric (S.I.) units, or vice versa, a conversion table may be included near the front of the report.

(f) Symbols and Abbreviations. Symbols and abbreviations shall be defined the first time they are used and/or included in a list of "Symbols and Abbreviations." This list should go after the table of contents or be included as an appendix.

(g) Copyright. Copyrighted data not first produced under the contract for which the report is to be delivered shall not be incorporated into the report unless the contractor (1) provides the Government a royalty-free, nonexclusive, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, copy, exhibit, and perform such copyrighted data; or

(2) obtains the written permission of the Contracting Officer.

(h) Commercial Products. NASA policy is to not endorse or favor any specific commercial product, commodity, or service. Generic rather than trade names should therefore be used whenever possible. However, if the trade name provides useful information, it can be used. Credit should be given to the owner of the trade name, and care should be taken that the correct owner is specified. Product comparisons should not be made.

(i) References. References should be cited by name and date (e.g., Ander, 1971, 1972; Smith, 1974). In the reference list, the names are alphabetized. The correct citation is considered to be the responsibility of the author.

Material that is not obtainable or available shall not be listed as a reference. Likewise, the following shall not be used: limited-distribution documents, private communications, in-house publications, and documents of NASA contracts published as in-house documents (i.e., they must be referenced as NASA contractor reports, not NASA contract numbers). Material which has been accepted (not merely submitted) for publication may be cited but must carry the parenthetical note: (to be published).

(j) Security. Security markings, when necessary, shall be consistent with DD Form 254, the directive issued by the Ames Security Officer, and shall conform to the requirements established in the DoD Industrial Security Manual and the NASA Handbook on Information Security. For questions concerning security classification, contact the Ames Research Center Security Officer.

(k) Illustrations. Illustrations must be clearly functional and related specifically to the subject matter. Illustrations shall not be used on covers or as purely decorative space fillers. (Color reproductions are not permitted unless they are necessary to the functional utility of the report and are determined to be so by the Center's Printing Management Officer.) Artwork of a quality suitable for reproduction must be submitted. Line illustrations must be prepared in black ink, or reproduction quality laser prints.

(l) Photographs. Black and white halftone prints shall be used. Since color prints do not reproduce well in black and white, they should not be used. Unnecessary and repetitious photographs should be avoided.

(m) Company Logos and Report Numbers. Company logos shall not be used on the cover of or within the report. The report shall not be printed on paper containing the company affiliations or company logo. Although company report numbers can be used on covers or title pages, they should not appear on internal pages or figures.

(n) Computer Printouts. Computer-produced material intended for use as masters must be cleanly printed out in black ink on opaque white paper. Computer graphics produced on "grid" paper shall not be submitted.

(o) Duplication and Distribution. When the final report is to be published as a high- or low-number NASA CR, the contractor will be asked to make corrections, provide a 200-word abstract and at least three key words or phrases, and submit four copies of the corrected manuscript to the COTR and one copy plus the camera-ready master to the appropriate publications office. (The camera-ready master should not be bound and should be carefully packaged to avoid damage in handling and shipping.)

(p) To comply with NASA printing requirements and cost considerations, final reports which are duplicated/reproduced by the contractor must conform to the standards as specified in NASA FAR Supplement Clause 1852.208-81, "Restrictions on Printing and Duplicating." Questions regarding these specifications should be addressed to the Ames Printing Management Officer at (650) 604- 5827.

(End of Clause)

**I.9 SECURITY CLASSIFICATION REQUIREMENTS (NFS1852.204-75)
(SEPTEMBER 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J.1.4.

(End of Clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS
(ARC 52.211-90) (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Title	Date	No. of Pages
1. Task Order Procedure Guide	3/28/2007	2
2. Data Requirements List (DRL)/Requirements Description	3/28/2007	3
3. Section K, Representations, Certifications and Other Statements of Offerors	7/17/2006	3
4. DD Form 254	3/29/2007	2

(End of Clause)

[END OF SECTION



