

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. 000064	3. EFFECTIVE DATE 05/10/2007	4. REQUISITION/PURCHASE REQ. NO. 4200196988	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COLSA CORPORATION Attn: NONE SPECIFIED 6726 ODYSSEY DR NW HUNTSVILLE AL 35806-3302		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C	
			10B. DATED (SEE ITEM 11) 12/04/2003

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$38,105.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes Cost Reimbursement (Alt I) , Clause B.7 Task Ordering,
X	D. OTHER (Specify type of modification and authority) Unilateral FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to add IDIQ tasks 15 and 16 for the Computing Systems Interoperability (CSI) formerly known as Command Control Communications and Information (C3I) and the Ares I project support, and the negotiated settlement for CSI, to the IDIQ Performance Statement of Work. Additionally this modification adds \$111,000 of incremental funding and de-obligates \$72,895 for the now cancelled Robotic Lunar Exploration Project (RLEP), task directive 06-014 and amendment 01 thereto.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janice P Burrough	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 5/11/2007
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

1. Accounting and Appropriation Data and Purchase Requisition Continued from Page 1.

<u>Obligation</u>	<u>Requisition</u>	<u>WBS Element</u>	
4200196988		604746.02.06.01.08	\$111,000
<b>TOTAL</b>			<b>\$111,000</b>

De-obligation

	<u>PLI/ALI</u>	<u>WBS Element</u>	
46/10		278083.02.01.03	(\$72,895)
<b>TOTAL</b>			<b>(\$72,895)</b>

2. Description of amendment/modification Continued from page 1.

	<u>Negotiated Est. Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Unearned Incentive Fee</u>	<u>Contract Value</u>	<u>Total Sum Allotted</u>
Previous	\$ 88,701,737	\$ 3,490,389	(\$ 85,292)	\$ 1,879,443	(\$128,449)	\$ 93,857,828	\$ 83,336,055
This Mod	<u>389,508</u>	<u>19,213</u>	<u>-0-</u>	<u>10,346</u>	<u>-0-</u>	<u>419,067</u>	<u>38,105</u>
New Total	\$ 89,091,245	\$ 3,509,602	(\$ 85,292)	\$ 1,899,789	(\$128,449)	\$ 94,276,895	\$ 83,374,160

3. The purpose of this modification is to add IDIQ tasks 15 and 16 for the Computing Systems Interoperability (CSI) formerly known as Command Control Communications and Information (C3I) and the Ares I project support, and the negotiated settlement for CSI, to the IDIQ Performance Statement of Work. This action is needed because while the initial support for these new projects is within scope, there is a need to further define the scope of the effort, as it has continued to evolve.

4. A breakout of the negotiated settlement for CSI is depicted below, changes are shown in italics:

	<u>Basic CY06</u>	<u>Total</u>
Estimated Cost	\$ 389,508	\$ 389,508
Fee	<u>29,559</u>	<u>29,559</u>
Total	\$ 419,067	\$ 419,067

<u>Basic Period</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 88,701,737	\$3,490,389	\$ 1,879,443	\$ 93,857,828
This Mod	<u>389,508</u>	<u>19,213</u>	<u>10,346</u>	<u>419,067</u>
New Amt	\$ 89,091,245	\$3,509,602	\$ 1,889,789	\$ 94,276,895

5. Additionally, because the Ares I project is a competitive procurement, there is a perceived Organizational Conflict of Interest pertaining to COLSA's involvement in developing support requirements for Ares I data acquisition, data storage, assistance with data retrieval after test flight completion, and operational needs depending on future roles and responsibilities between JSC and MSFC. Therefore, the Limitation in Future Contracting clause H.13. Paragraph (b) is hereby changed to add, "Ares I" as follows:

**H.13 LIMITATION OF FUTURE CONTRACTING**

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

(b) The nature of this conflict is based upon the fact that this contract requires the Contractor to provide systems engineering and technical expertise to help define, test, verify, and deliver the Command and Control Communications and Information (C3I) and Ares I data systems architecture team products for future NASA exploration projects or programs. Future solicitation(s) for these products may include specifications or statements of work that are derived from or based in whole or in part on the services provided by the Contractor under this contract...."

6. Further, this modification decreases the current funded amount by \$ 72,895 for the now cancelled Robotic Lunar Exploration Project (RLEP), task directive 06-014 and its amendment 01 and increases the current contract funded amount by \$111,000. The impact to the contract funding is a net increase of \$38,105.

7. In order to implement the foregoing, the Performance Work Statements for IDIQ Task Orders Attachment 1-9 is hereby revised to add the following:

**TASK 15- C3I Per PWS 3.1**

Computing Systems Interoperability (CSI)

The contractor shall support MOL activities for Constellation Project CSI System Integration Group (SIG) requirements definition, reviews, and architecture as applicable to ground systems and vehicle integration activities.

The contractor shall perform Systems Engineering (PWS 3.1.1), Software Engineering (PWS 3.1.2), Hardware Engineering (PWS 3.1.3), Network Engineering (PWS 3.1.4), and IV&V (PWS 3.1.5), as required, in support of these tasks.

TASK 16 – ARES I Per PWS 3.1 and 4.1-4.6  
ARES I Project

The contractor shall support Mission Operations Laboratory (MOL) activities for Ares I ground systems requirements definition, reviews, data flows and architecture as applicable to HOSC support for data acquisition, processing, display, remote operations and archiving. The contractor shall develop operations concepts; systems concepts; system-level requirements; and design, develop, integrate and sustain the hardware, software, interfaces and operations for the Ares Upper Stage test facility located at Michaud upper stages. The contractor shall support demonstration flights planning, implementation and operations as required.

The contractor shall perform Systems Engineering (PWS 3.1.1), Software Engineering (PWS 3.1.2), Hardware Engineering (PWS 3.1.3), Network Engineering (PWS 3.1.4), and IV&V (PWS 3.1.5), as required, in support of these tasks.

The contractor shall support MOL activities for operations and maintenance tasks for all applicable tasks in support of the Ares I Project, including support for early demonstration flights. Paragraphs 4.1 through 4.6 tasks support this effort, as required.

8. Section B.7.1, IDIQ Task Order Performance Schedule, is hereby revised to include the performance schedule for the CSI and Ares I effort as follows:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2007	15 CSI	20 April 2007- 30 Sept2007	\$419,067	64
2007	16 Ares I	20 Apr 2007- 30 Sept 2007	No additional Contract value	64

9. Clause B.3 Estimated Cost, Award Fee and Performance Incentive Fee paragraphs (a) (b) and (d) are hereby changed to increase contract value by \$419,067 as follows:

Clause B.2- ESTIMATED COST, AWARD FEE AND PERFORMANCE INCENTIVE FEE

Paragraph (a) The estimated cost of this contract is increased by \$ 389,508 (from \$ 88,701,737 to \$ 89,091,245). The maximum award fee is increased by \$ 19,213 (from \$ 3,490,389 to \$ 3,509,602). The unearned award fee is \$ 85,292 and remains unchanged. The maximum performance incentive fee is increased by \$ 10,346 (from \$ 1,879,443 to \$ 1,889,789). The unearned performance incentive fee is \$ 128,449 and remains unchanged. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is increased by \$ 419,067 (from \$ 93,857,828 to \$ 94,276,895).

Paragraph (b) Breakout of estimated cost, maximum potential award fee and maximum performance incentive fee is as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>UnEarned Award Fee</u>	<u>Maximum Perf Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/07	\$89,091,245	\$3,509,602	(\$85,292)	\$1,889,789	(\$128,449)	\$94,276,895

Paragraph (d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

Evaluation Period		Maximum Award Fee	Maximum Incentive Fee
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$419,599	\$236,384
01/01/06-06/30/06	5	\$423,426	\$238,447
07/01/06-12/31/06	6	\$421,326	\$237,316
01/01/07-06/30/07	7	\$425,065	\$228,882
07/01/07-12/31/07	8	\$425,147	\$228,925
1/01/08-06/30/08	9	\$417,836	\$224,989
07/01/08-12/31/08	10	<u>\$417,913</u>	<u>\$225,030</u>
		\$4,345,351	\$2,339,808

10. This modification revises Clause B.6, "Contract Funding" to provide an additional \$38,105 of incremental funding pursuant to the Limitation of Funds clause FAR 52.232-22. The estimated funding coverage date remains unchanged as July 31, 2007. Accordingly, Clause B.6 Contract Funding is hereby revised to increase Estimated Cost by \$ 35,948 (from \$ 78,712,193 to \$ 78,748,141). Award Fee is hereby increased by \$ 1,402 (from \$ 3,005,510 to \$ 3,006,912), and Performance Incentive Fee is hereby increased by \$ 755 (from \$ 1,618,352 to \$ 1,619,107).

11. In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific areas(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-1 to B-2A, B-5, B-6A	B-1 to B-2A, B-5, B-6A
H, Special Contract Requirements	H-11	H-11
Attachment J-9/Performance Work Statements for IDIQ	J-9-2	J-9-2

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract  
Change Identification

Modification No. 64

Contractor  
Proposal Number

COLSA Proposal No.07-02-37/R1 dtd 4-16-07

## PART I - THE SCHEDULE

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

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#### **B.1 Supplies And/Or Services To Be Furnished**

- (a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.
- (b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.
- (c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- Task Ordering Procedure and Clause B.8- IDIQ Schedule of Rates. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

#### **B.2 Estimated Cost, Award Fee And Performance Incentive Fee**

- (a) The estimated cost of this contract is \$89,091,245. The maximum award fee is \$3,509,602. The maximum performance incentive fee is \$1,889,789. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$94,276,895.
- (b) Breakout of estimated cost, maximum potential award fee, and maximum performance incentive fee is as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>UnEarned Award Fee</u>	<u>Maximum Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/07	\$89,091,245	\$3,509,602	(\$85,292)	\$1,889,789	(\$128,449)	\$94,276,895

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 (1/1/07 - 12/31/07)	Exercised 12/08/2006	Exercised 12/08/2006	Exercised 12/08/2006	Exercised 12/08/2006	Exercised 12/08/2006	Exercised 12/08/2006
Option 2 (1/1/08 - 12/31/08)	\$20,860,017	\$835,749	TBD	\$450,019	TBD	\$22,145,785

(d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

Evaluation Period		Maximum Award Fee	Maximum Incentive
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$419,599	\$236,384
01/01/06-06/30/06	5	\$423,426	\$238,447
07/01/06-12/31/06	6	\$421,326	\$237,316
01/01/07-06/30/07	7	\$425,065	\$228,882
07/01/07-12/31/07	8	\$425,147	\$228,925
1/01/08-06/30/08	9	\$417,836	\$224,989
07/01/08-12/31/08	10	\$417,913	\$225,030
		\$4,345,351	\$2,339,808

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

Award Fee Period	Amount Earned	Amount Unearned
January 1 - June 30, 2004	\$ 456,881	\$ 28,131
July 1 - December 31, 2004	\$ 454,149	\$ 26,432
January 1 - June 30, 2005	\$ 420,299	\$ 9,147
July 1 - December 31, 2005	\$ 414,480	\$ 5,119
January 1, 2006 - June 30, 2006	\$ 417,075	\$ 6,351
July 1-December 31, 2006	<u>\$ 411,214</u>	<u>\$ 10,112</u>
Total	\$ 2,574,098	(\$ 85,292)

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

Incentive Fee Period	Amount Earned	Amount Unearned
January 1 - June 30, 2004	\$ 208,928	\$-0-
July 1 - December 31, 2004	\$ 269,221	\$-0-
January 1 - June 30, 2005	\$ 199,391	\$ 42,295
July 1 - December 31, 2005	\$ 236,384	\$ -0-
January 1, 2006 - June 30, 2006	\$ 211,622	\$ 26,825
July 1-December 31, 2006	<u>\$ 177,987</u>	<u>\$ 59,329</u>
Total	\$ 1,303,533	(\$ 128,449)

(End of Clause)



**IDIQ Task Order Performance Schedule**

The performance schedule for the IDIQ task orders issued under this contract is set out below:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2004	01 Chandra	21Jan2004-31May2004	\$399,826	3
2004	01/Revision A	21Jan2004-05July2004	n/a	9
2004	02 TD04c-01	5April2004-31July2004	\$22,814	12
2004	03 2 <sup>nd</sup> Gen.	19July2004-23July2004	\$4,687	13
2004	04 TD-03,04,06	1Jan2004-31Dec2004	\$110,300	17
2004	05TD-02,05	17May2004-30Sept2004	\$59,416	17
2004	06 2Yr NRT	1Jan-30 Sept 2004	\$263, 869	22
2004	07 IDEA, MOVE, Shuttle Area Additions	15 Oct 2004 – 31 Dec 2004	\$98,558	24
2004	08 MOVE Early FY05	01 Oct 2004 – 31 Dec 2004	\$77,303	24
2004	09 EPIC FY05 Procurements	13 Dec 2004 – 31 Dec 2008	\$194,753	25
2005	10 Agency Wide MOVE	01 Jan 2005 – 31 Dec 2005	\$170,798	27
2006	10 Agency Wide MOVE	01 Jan 2006 – 31 Dec 2006	\$227,385	27
2007	10 Agency Wide MOVE	01 Jan 2007 – 31 Dec 2007	\$223,915	27
2005	11 NTR System	24 Oct 2005 - 31Dec 2006	\$176,722	41
2005	12 PDL Library	16 Dec 2005 – 31 Dec 2006	\$22,675	44
2007	12 PDL Library	01 Jan 2007 – 31 Dec 2007	\$9,283	44
2008	12 PDL Library	01 Jan 2008 – 31 Dec 2008	\$9,523	44
2005	13 C3I effort	22 Nov 2005 - 31 Dec 2005	\$11,241	46
2006	13 C3I effort	01 Jan 2006 - 30 Sept 2006	\$68,733	46
2006	14 SOLAR B Mission	20 July 2006 - 20 Oct. 2006	\$25,792	53
2007	15 CSI	30 Apr 2007-30 Sept 2007	\$419,067	64
2007	16 Ares I	30 Apr 2007-30 Sept 2007	n/a	64

Performance Work Statements not referenced in Attachment J-9 are contained in the Task Directives and are an integral part of the contract.

**B.7.2 Special Threshold For Task Directives**

For administrative purposes, the Contracting Officer Technical Representative (COTR) may issue written Task Directives to the contractor provided the estimated cost of the directive is less than \$100,000. Each directive will be signed by the COTR and Contracting Officer, and written acceptance shall be provided by the contractor. These directives shall be formally incorporated into the contract, along with any equitable adjustments to contract value, via bilateral modification generally on a monthly basis.

The COTR is not authorized to issue, nor shall the contractor accept, any directive where the initial estimate exceeds this threshold. If at any time during performance of a Task Directive the contractor determines that the estimated cost will equal or exceed \$100,000, the contractor shall immediately notify the Contracting Office in writing. Subsequent to notification, the contractor shall continue performance up to the initial threshold, unless and until, the Contracting Office directs otherwise.

**B.8 IDIQ Schedule Of Rates**

The fully burdened cost rates below will be used in pricing IDIQ work authorized under the provisions of B.7- Task Ordering Procedure.

(b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" estimated cost increase or decrease adjustment amount, if any, and the required [time of delivery or period of performance] adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" estimated cost and period of performance adjustments, if any, prior to issuing an order for implementation of the change. An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

### **H. 13 LIMITATION OF FUTURE CONTRACTING**

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

(b) The nature of this conflict is based upon the fact that this contract requires the Contractor to provide systems engineering and technical expertise to help define, test, verify, and deliver the Command Control Communications and Information (C3I) and ARES I data systems architecture team products for future NASA exploration projects or programs. Future solicitation(s) for these products may include specifications or statements of work that are derived from or based in whole or in part on the services provided by the Contractor under this contract.

(c) In order mitigate or avoid the possibility that the Contractor may actually develop specifications or statements of work described in paragraph (b), above, that may lead to an organizational conflict of interest, the Contractor shall fully comply with the approved Organizational Conflict of Interest Avoidance Plan submitted pursuant to Data Requirements Document 1016-MA-009 of this contract. If the contracting officer determines that the Contractor has not fully complied with the Conflict of Interest Avoidance Plan, which results in an actual organizational conflict of interest, the restrictions upon future contracting, are as

**Task 14- Solar B Mission Support**

Per PWS 4.0 Operations and Maintenance- The contractor shall provide support to the Solar-B launch to occur in September, 2006 by providing receipt of S-band engineering telemetry from Goddard Space Flight Center over the Closed IOnet and distribute the S-Band engineering telemetry data to the Institute of Space and Aeronautical Science (ISAS) Solar-B Control Center over the NISN SIP service. The contractor shall provide test/check support for 5 simulations of 8 hours each to be provided from 2 months prior to launch and real-time support thru launch plus 20 days. Record data at HOSC and deliver to ISAS on hard media post mission. After ISAS confirms receipt, data may be deleted. The contractor shall provide applicable support to the Solar-B mission as required in Para 4.1 through 4.6.

**Task 15- C3I Per PWS 3.1  
Computing Systems Interoperability (CSI)**

The contractor shall support MOL activities for Constellation Project CSI System Integration Group (SIG) requirements definition, reviews, and architecture as applicable to ground systems and vehicle integration activities.

The contractor shall perform Systems Engineering (PWS 3.1.1), Software Engineering (PWS 3.1.2), Hardware Engineering (PWS 3.1.3), Network Engineering (PWS 3.1.4), and IV&V (PWS 3.1.5), as required, in support of these tasks.

**Task 16 – Ares I Per PWS 3.1, and 4.1-4.6  
Ares I Project**

The contractor shall support MOL activities for Ares ground systems requirements definition, reviews, data flows and architecture as applicable to HOSC support for data acquisition , processing, display, remote operations and archiving. The contractor shall develop operations concepts; systems concepts; system-level requirements; and design, develop, integrate and sustain the hardware, software, interfaces and operations for the Ares Upper Stage test facility located at Michaud upper stages. The contractor shall support demonstration flights planning, implementation and operations as required.

The contractor shall perform Systems Engineering (PWS 3.1.1), Software Engineering (PWS 3.1.2), Hardware Engineering (PWS 3.1.3), Network Engineering (PWS 3.1.4), and IV&V (PWS 3.1.5), as required, in support of these tasks.

The contractor shall support MOL activities for operations and maintenance tasks for all applicable tasks in support of the ARES I Project, including support for early demonstration flights. Paragraphs 4.1 through 4.6 tasks support this effort, as required.