

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ⇒	RATING DO-C9	PAGE OF 1	PAGES 40
2. CONTRACT NO. (Proc. Inst. Ident.) NO. NASW-00017		3. EFFECTIVE DATE February 16, 2000	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 10-01565		
5. ISSUED BY: NASA/Goddard Space Flight Center Headquarters Procurement Office Greenbelt Road Greenbelt, MD 20771-0001		CODE 210.H	6. ADMINISTERED BY (If other than item 5) CODE		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP) Global Science & Technology, Inc. 6411 Ivy Lane Suite 300 Greenbelt, MD 20770		CODE	ONWP5	FACILITY CODE
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8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER	9. DISCOUNT FOR PROMPT N/A
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10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: ⇒	ITEM See clause G.4
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11. SHIP TO/MARK FOR See clause F.1	CODE	12. PAYMENT WILL BE MADE BY: CODE 155 Goddard Space Flight Center Headquarters Accounting Division Resources, Reimbursable and Reporting Team Greenbelt, MD 20771
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN N/A <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (5) <input type="checkbox"/> 41 U.S.C. 253(c)	14. ACCOUNTING AND APPROPRIATION DATA 43 809/00112(1C) 25110 28400041.02 CFB00 10-01-01 \$5,000
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	NASA Peer Review Support Services Indefinite Delivery Indefinite Quantity (IDIQ) Cost-Plus-Award-Fee Minimum Ordering Value: \$5,000,000 Maximum Ordering Value: \$145,000,000				

15G. TOTAL AMOUNT OF CONTRACT ⇒ \$ NTE \$145,000,000

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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 4 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 (s) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any 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.
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19A. NAME AND TITLE OF SIGNER (Type or print) Richard E. Schwinger BUSINESS MANAGER	20A. NAME OF CONTRACTING OFFICER James L. Becker
19B. NAME OF CONTRACTOR BY Richard E. Schwinger (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY James L. Becker (Signature of Contracting Officer)
19C. DATE SIGNED 2/16/00	20C. DATE SIGNED 2-16-00

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SUPPLIES OR SERVICES AND PRICES/COST

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The contractor shall provide the Consolidated Peer Review Support services in support of NASA's peer review requirements as described in Section C of this contract in accordance with clause C.1, Scope of Work and as directed by task orders issued in accordance with clause H.9, Task Ordering Procedure. The Contractor shall also provide the following deliverable documentation and reports:

<u>Item</u>	<u>Description</u>	<u>Reference</u>
1	NASA Financial Management Reports	Clause G.1 and G.5
2	DOD Industrial Plant Equipment Requisition (DD1419)	Clause G.6
3	NASA Property in the Custody of Contractors (NF 1018)	Clause G.7
4	Task Plans	Clause H.4
5	Subcontract Notification	Clause I.1 52.244-2 Alt. I
6	To the extent any other deliverables are required by this contract, but not specifically referenced under this clause, such requirements shall be considered as included.	

(End of clause)

B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1988)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of any task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost negotiated for said task. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of any task order. The proposal should be

SECTION B OF NASW-00017

SUPPLIES OR SERVICES AND PRICES/COST

submitted as soon as possible after the above notification but, for proposals of less than \$100,000, no later than 15 days before the incurred costs are expected to exceed the estimated cost and no later than 30 days for proposals of \$100,000 or more. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

B.3 INDEFINITE QUANTITY (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

SECTION B OF NASW-00017

SUPPLIES OR SERVICES AND PRICES/COST

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 the period of performance specified in any issued order.

(End of clause)

B.4 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit

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SUPPLIES OR SERVICES AND PRICES/COST

sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

B.5 ESTIMATED COST AND AWARD FEE

Task Orders issued under this contract, in accordance with clause H.4, will be issued on a Cost-Plus-Award Fee (CPAF) basis.

CPAF task orders issued under this contract will model the following format to establish the estimated cost and award fee for each task order:

Task Order Estimated Cost:	\$TBD
Task Order Award Fee:	\$TBD
Total Task Order Cost-Plus-Award Fee:	\$TBD

Note: The Task Order Award Fee amount identified above is the maximum available award fee available for that task order, and shall not exceed the maximum fee percentage identified in attachment E of this contract. NASA will determine the total amount of award fee available for each semi-annual award fee period based on the task orders issued and the projected work to be completed during each award fee period. The total amount of award fee available for each period shall be as stated in the Schedule of Total Award Fee Available in the Performance Evaluation Plan.

(End of text)

B.6 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount

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SUPPLIES OR SERVICES AND PRICES/COST

allotted by the Government to this contract is \$5,000. This allotment is for TBD and covers the following estimated period of performance: TBD .

(b) An additional amount of \$ 0 is obligated under this contract for payment of fee.

NOTE: This clause will apply at the Task Order Level.

(End of clause)

B.7 MINIMUM/MAXIMUM CONTRACT VALUE

(a) The guaranteed minimum dollar value of services purchased under this contract through the issuance of task orders is \$5,000,000.

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	FE	\$ 8,522,000
3	EU	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 8,162,000

(c) The Government is in no way obligated to order any additional services beyond the minimum amount specified in paragraph (a) above.

(End of Text)

B.8 EFFECTIVE PERIOD OF CONTRACT

The effective period of this contract begins on the effective date of this contract and ends five years later.

(End of Text)

SECTION C OF NASW-00017

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, facilities, supplies, and expertise necessary to provide logistics and database management services in support of NASA's Consolidated Peer Review Process, in accordance with Attachment A of Section J - Statement of Work and any additional requirements provided in the individual task order(s) issued under this contract. The Contractor shall also provide the items set forth in Section B of this contract and any additional items required in the individual task orders.

(End of clause)

C.2 YEAR 2000 COMPLIANCE (MAY 1998) (Procurement Information Circular 98-8)

(a) Definition: "Year 2000 compliant", as used in this clause, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.

(b) Any information technology provided, operated and/or maintained under this contract is required to be Year 2000 compliant. To ensure this result, the Contractor shall provide documentation describing how the IT items or services demonstrate Year 2000 compliance, consisting of: standard product literature or test reports.

(c) The Contractor warrants that any IT items or services provided under this contract that involve the processing of date and date-related data are Year 2000 compliant. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.

SECTION C OF NASW-00017

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

□

(d) The remedies available under this warranty shall include repair or replacement, at no additional cost to the Government, of any provided items or services whose non-compliance is discovered and made known to the Contractor in writing within 90 days after acceptance. In addition, all other the terms and limitations of the Contractor's standard commercial warranty or warranties shall be available to the Government for the IT items or services acquired under this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of clause)

SECTION D OF NASW-00017

PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

SECTION E OF NASW-00017

INSPECTION AND ACCEPTANCE

E.1 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for three years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.2 INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5) (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

E.3 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

SECTION E OF NASW-00017

INSPECTION AND ACCEPTANCE

The Contracting Officer or authorized representative will accomplish acceptance at NASA Headquarters in Washington D.C. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if a different representative is designated.

(End of clause)

SECTION F OF NASW-00017
DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE (GSFC 52.211-96) (SEP 1998)

The items required by this contract shall be delivered as stated in the pertinent contract clause or as provided for in the individual task orders issued.

(End of clause)

F.2 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)

The services specified by this contract shall be performed at the following location(s): Contractor's facilities in Washington, D.C., which shall be within one-half mile of the NASA Headquarters Building. Other locations may be used if approved, in advance and in writing, by the Contracting Officer.

(End of clause)

F.3 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

SECTION F OF NASW-00017

DELIVERIES OR PERFORMANCE

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

SECTION G OF NASW-00017

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CONTRACT ADMINISTRATION DATA

G.1 FINANCIAL MANAGEMENT REPORTING

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Policy Guidance (NPG) 9501.2C, "NASA Contractor Financial Management Reporting", establishes report due dates and all other financial management reporting requirements. NPG 9501.2C permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. One copy shall be provided to each of the following, except for the Contracting Officer's Technical Representative, who shall receive six copies:

Contracting Officer, Code 210.H, GSFC
Contracting Officer's Technical Representative, NASA
Headquarters, Code C
Resource Analyst, NASA Headquarters, Code C

(2) The reporting structure shall be as provided at the contract, at the Code, and at the Task levels, and shall include, at a minimum, the following items:

Labor Hours and Costs (By labor category)
Fringe Benefits
Overhead Costs
Other Direct Costs/Material (itemized)

Travel
 a. Peer Reviewer
 b. Contractor Staff (GST, IDI etc.)
Honoraria
Room/Conference Rental
Facilities
Other
Subcontracts
General and Administrative Costs
Award Fee

(c) Web sites. (1) NPG 9501.2C, "NASA Contractor Financial Management Reporting":

http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial_Management/contents.html

(2) NF 533 Tutorial: (for training purposes only)

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CONTRACT ADMINISTRATION DATA

<http://genesis.gsfc.nasa.gov/nf533.htm>

(End of text)

G.2 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC
52.245-97) (SEP 1998)

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of contractor acquired property.

(End of clause)

G.3 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (MARCH 1998)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause B.5 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's ~~Fee Determination Official (FDO) will determine the award fee~~ amounts based on the Contractor's performance in accordance with the Consolidated Peer Review Services Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Accounts Payable Section, Code 155, will make payment based on issuance of a unilateral modification by contracting officer.

(d) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Schedule of Total Award Fee Available of the Performance

SECTION G OF NASW-00017

□

CONTRACT ADMINISTRATION DATA

Evaluation Plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 50% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the Disputes clause.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

(End of clause)

G.4 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87) (MAR 1998)

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

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

Goddard Space Flight Center
Headquarters Accounting Division
Resources, Reimbursable and Reporting Team, Code 155
Greenbelt, Maryland 20771

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CONTRACT ADMINISTRATION DATA

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

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

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

(1) One original and one copy Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the Auditor.

(2) (Reserved)

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

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

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

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

(End of clause)

G.5 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)
(JUL 1997)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the

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definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.6 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
(1852.245-70) (JUL 1997)

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b) (1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.
(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its

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inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

G.7 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEP 1996)

~~(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with 1845.505-14, the instructions on the form, and subpart 1845-71. 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.~~

(b) If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the Goddard Space Flight Center (GSFC), Financial Management Division, Code 151.4, Greenbelt, MD 20771 and three copies shall be sent concurrently through the DOD Property Administrator to the GSFC Supply and Contract Property Team identified below. If the contract is administered by NASA, the original of NF 1018 shall be submitted to the GSFC Financial Management Division, Code 151.4 and three copies shall be sent concurrently and directly to the GSFC Supply and Contract Property Team, Code 235.

(c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be

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submitted in time to be received by October 31. 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 31. The Contracting Officer may, in the Government'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 when due, such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by the Government. 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 is required within 30 days after disposition of all property subject to reporting when the contract performance period is complete.

(End of clause)

G.8 LIST OF GOVERNMENT-FURNISHED PROPERTY (1852.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment D 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 facilities in Washington, D.C. 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.

Item	Quantity	Acquisition Cost	Date to be Furnished to the Contractor
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See Attachment D of Section J, List of Government Furnished Property.

(End of clause)

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SPECIAL CONTRACT REQUIREMENTS

H.1 HANDLING OF DATA

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control. For the purposes of this contract, all data collected by, given to or generated by the Contractor for the consolidated peer review database/system is considered "Government data."

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;

(2) Allow access to such data only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause

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SPECIAL CONTRACT REQUIREMENTS

unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

- (1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;
- (2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;
- (3) Is rightfully received by the Contractor from a third party without restriction;
- (4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of text)

H.2 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)

(End of By Reference Section)

H.3 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.

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(b) The nature of this conflict is: A company (prime or subcontractor at any tier) is involved in certain functions of the NASA peer review process of a proposal submitted by that same company. These functions include, but are not limited to, development of acquisition plans, specifications, statements of work, purchase descriptions/requests, and solicitations or contractual provisions, evaluations or selection of contractors, or negotiations of and award of contracts or contract modifications.

The appearance of, or potential for, a conflict of interest exists at two levels:

First, for the prime contractor where an employee of the prime contractor or any subcontractor performs one or more of those functions under this contract for a specific peer review when the prime contractor, or any subcontractor, is identified as an Investigation Team Member in one or more of the proposals in competition for which that peer review is being conducted.

Second, for any subcontractor where that subcontractor performs one or more of those functions under this contract for a specific peer review when that subcontractor is identified as an Investigation Team Member in one or more of the proposals in competition for which that peer review is being conducted.

In those situations where the appearance of, or potential for, a conflict of interest may exist, the contractor shall take steps to either avoid or mitigate the conflict in accordance with attachment F Conflict of Interest Avoidance Plan of clause J.1 of this contract.

(c) The restrictions upon future contracting are as follows:

(1) In those situations where the appearance of, or potential for, a conflict of interest may exist, the contractor shall take steps to either avoid or mitigate the conflict in accordance with attachment F Conflict of Interest Avoidance Plan of clause J.1 of this contract.

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(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not use them to compete with those other companies.

(End of clause)

H.4 TASK ORDERING PROCEDURE (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 5 business days (within 24 hours for emergency tasks) 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.

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(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 1 business day after receipt of the task order.

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

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

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

(End of clause)

H.5 TASK ORDER PRICING

The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this clause, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(End of Text)

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CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

- (52.202-1) DEFINITIONS (OCT 1995)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- (52.204-4) PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 1997)
- ~~(52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)~~
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.216-7) ALLOWABLE COST AND PAYMENT (APR 1998)
- (52.219-6) NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)
- (52.222-3) CONVICT LABOR (AUG 1996)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (52.222-26) EQUAL OPPORTUNITY (FEB 1999)
- (52.222-35) AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

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- (52.222-37) EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- (52.223-2) CLEAN AIR AND WATER (APR 1984)
- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- (52.224-1) PRIVACY ACT NOTIFICATION (APR 1984)
- (52.224-2) PRIVACY ACT (APR 1984)
- (52.225-11) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by NASA FAR Supplement 1852.227-14
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984) as modified by NASA FAR Supplement 1832.705-2
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) [para (b)(1) fill-in (hereafter: "designated office"--Headquarters Accounting Division, Mail Code 155, Goddard Space Flight Center) no later than concurrent with the first request for payment.]
- ~~(52.233-1) DISPUTES (DEC 1998)~~
- ~~(52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)~~
- (52.237-3) CONTINUITY OF SERVICES (JAN 1991)
- (52.239-1) PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE II (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is "None"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION) (JULY 1995)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception.

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of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g) (5) is unchanged.

- (52.245-19) GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES FOR AUDIT (JUN 1997)
- (52.248-1) VALUE ENGINEERING (MAR 1989)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (1852.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is Thomas S. Luedtke at (202) 358-2090
- (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I.2 ORDERING (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 for five years from the effective date of contract award.

(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 (52.216-19) (OCT 1995)

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Washington, DC 20043-4500

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

I.5 LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees for the concern.

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(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

I.6 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a)
CONCERNS (52.219-18) (JUNE 1999) (DEVIATION)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) Agreement. (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic concern. This

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paragraph does not apply in connection with construction or service contracts.

(2) GST will notify the Goddard Space Flight Center's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to another party.

(End of clause)

I.7 RESERVED.

I.8 RESERVED.

I.9 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

~~(b) Withholdings not specifically provided for by this contract;~~

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.11 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

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

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

(End of clause)

I.13 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.14 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

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(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

I.15 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

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

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

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

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

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

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

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

(End of clause)

I.16 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

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(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

SECTION J OF NASW-00017

LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
A	Consolidated Peer Review Services Statement of Work	2-14-00	16
B	Reserved.		
C	Reserved.		
D	List of Government-Furnished Property	2-14-00	1
E	Direct Labor Rates, Indirect Cost Rates, and Maximum Award Fee Percentage	2-14-00	2
F	Conflict of Interest Avoidance Plan	2-14-00	5

(End of clause)

CONTRACT NASW-00017
Attachment A
Consolidated Peer Review Services
Statement of Work

SECTION C - DESCRIPTION/SPECIFICATION/ WORK STATEMENT

PEER REVIEW SUPPORT

BACKGROUND

NASA's funds intramural and extramural research primarily through solicited proposals that may result in grants, cooperative agreements, contracts and arrangements with other agencies, non-profit organizations, industry and academia. Solicitation mechanisms primarily used are: NASA Research Announcements (NRAs), Announcements of Opportunity (AOs), and Cooperative Agreement Notices (CANs). Proposals submitted in response to these solicitations are evaluated using peer review.

NASA defines peer review as scientific evaluation of proposals submitted in response to NRAs, AOs, and CANs by an in-house specialist, a specialist outside NASA, or both. Peer review is also used to evaluate unsolicited proposals. Peer reviews evaluate relevance to NASA's objectives; intrinsic merit which includes scientific or technical merit, the researcher's capabilities and qualifications, and cost.

External peer review is essential to ensure that NASA only supports high quality, relevant research. All NASA research, including research resulting from unsolicited proposals, is subject to peer review, and peer review is conducted primarily to evaluate the merits of an individual proposal. NASA Federal Acquisition Regulation Supplement 1835.016 and 1872.403 dictate that peer review will be the method used to evaluate and select research for funding. Policies for peer review are documented through the instructions in the solicitations, referred to above, which are written by NASA scientists.

Specific peer review methods differ somewhat among NASA program offices, and even among disciplines within a given program office, depending on, for example, cost, resources brought to bear, experience, or the number and type of proposals received. Some offices use standing review committees, some ad hoc committees, and some a combination of these for individual announcements. However, the involvement of discipline experts to evaluate and document findings of proposal reviews is universal across NASA.

Peers include scientists, engineers and other discipline related experts from public and private academic institutions, industry, NASA, other government laboratories, and foreign countries. Criteria for selection as a peer reviewer include the research they have conducted, publications, knowledge and experience, and ability to conduct an impartial review. NASA and peer review support contractors maintain databases of discipline experts to identify appropriate reviewers. Acknowledged experts in a discipline and proposal authors themselves may also suggest other qualified reviewers. Use of external peers ensures fresh viewpoints, alternative perspectives, and understanding of the state-of-the-art.

Reviews are conducted by mail and/or by panel meetings, depending on the logistics specific to the review. Mail reviews are conducted to allow for selection of reviewers with very specialized expertise on technical and scientific issues. Often a panel is additionally conducted to reconcile differences among mail reviews and to put the proposed research in a larger scientific and programmatic context. Each panel consists of typically 7 to 10 members, although sometimes larger (15-20 members) panels, with or without sub-panels, are used. NASA receives a few unsolicited proposals that are usually peer reviewed by mail and/or entirely within NASA. Panel members are solicited by phone or letter, and are reimbursed for their travel costs to attend panel meetings. The authors of a proposal are never involved in its review or that of directly competing proposals, and all reviewers are screened to ensure that they have no conflict of interest with the proposals they review.

Specific criteria for reviews are unique to each research solicitation but are always based upon the four primary evaluation factors of: relevance to NASA objectives, intrinsic scientific and technical merit, the researcher's capabilities and cost. Panels rate each proposal on scientific and technical merit typically using a 5-point scale, which is always supported by appropriate written narrative. In addition, NASA program goals and objectives, and cost-effectiveness of proposed budgets are factors in the review process for individual proposals. However, there are variations among NASA offices in the extent that they use peer review panels to assess these factors. For example, in some cases, panels are sometimes asked to prioritize assemblages of proposals that best meet focused program objectives while in other cases this activity is done entirely by the NASA Headquarters official. NASA officials weigh results of the panels' reviews against program requirements, costs, and scientific risk to ensure a focused, well-balanced program.

INTRODUCTION

The contractor is to manage, be responsible for, and provide peer review and database support to all components of NASA Headquarters in support of the NASA solicitation, peer review, selection and award process. NASA is committed to accomplish peer reviews timely and in a superior manner consistent with NASA's goal of 240 days or less for the entire solicitation to award process. The contractor shall institute and maintain an effective organization that is responsible for the efficient accomplishment of NASA's Peer Review activities and to meet or exceed the NASA overall performance goal. Further, the contractor will support NASA's efforts to achieve diversity in the selection of peer reviewer participants. It is vitally important for the contractor to understand and be able to respond to somewhat different practices and requirements of the five NASA customer organizations discussed below. Instructions will be issued to the contractor in individual task orders that detail the specific actions to be performed (see the Peer Review Work Breakdown Structure). It is in these orders that NASA will specify various activities identified in the Statement of Work.

Grants, Cooperative Agreements and other transactions are widely used by NASA to provide opportunities for commercial companies, universities, Government agencies, laboratories and non-profit organizations in the areas of technology transfer and research and development. The evaluation of candidates for such awards is conducted by cognizant NASA offices based

upon the practice of peer review. Customer organizations for this contract are all Headquarters Codes that perform peer review activities. The organizations and programs that are most dependent on these contract services are:

Code E, Office of Equal Opportunity Programs. - NASA's Minority University Research and Education Programs (MUREPs) were established in the Office of Equal Opportunity Programs to respond to ongoing Congressional and Presidential mandates directing federal agencies, including NASA, to increase opportunities for participation of Historically Black Colleges and Universities (HBCUs), Hispanic Serving Institutions (HSIs) and Hispanic Americans, and Tribal Colleges in federal programs.

NASA's MUREP strives to strengthen the capabilities of minority institutions in science and engineering research and education; to involve and prepare minority institutions and principal investigators to successfully integrate into the conventional, competitive research and educational processes; and to contribute to NASA's work force diversity efforts and to national education goals by supporting mathematics, science, technology, and educational outreach activities at the graduate, undergraduate and pre-college levels.

Code F, Office of Human Resources and Education. - NASA's direction for education is set forth in the NASA Strategic Plan as one of the Agency's five contributions to the Nation's science and technology goals and priorities with a focus on educational excellence and the involvement of the educational community.

This contribution is accomplished through implementation of a full range of NASA education programs and activities that contribute to the various efforts and activities of those involved with and in the education community, at all levels, and benefit the participants as well as advance the mission of the Agency.

In fulfilling its role to support excellence in education, the NASA Education Program brings students and educators into its missions and its research as participants and partners. NASA provides the opportunity for educators and students to experience first hand involvement with NASA's scientists and engineers, facilities, and research and development activities. The participants benefit from the opportunity to become involved in research and development endeavors, gain an understanding of the breadth of NASA's activities, and return to the classroom with enhanced knowledge and skills to share with the education community. NASA contributes to promoting excellence in education by providing access to and involvement in the NASA mission. Underpinning the entire Education Program is the commitment to involve participants from diverse and underrepresented populations in the science, mathematics and technology pipeline.

Code S, Office of Space Science (OSS). - NASA's space science program advances and communicates scientific knowledge and understanding of the basic physical, chemical, and/or astro biological processes of the Sun, the Earth's space environment, the planets and other phenomena of the Solar System, stars, galaxies, and the distant Universe as a whole. Major science disciplines include essentially all aspects of astrophysics including cosmology, solar

physics, interplanetary physics, the geology and chemistry of planets, the search for other planetary systems, and astrobiology. OSS seeks to develop new technologies that improve the scientific capabilities of its programs and to transfer its scientific findings and technological advances to the public and private sectors to help ensure U.S. science and technical global leadership. In addition, OSS advocates and funds an aggressive Education/Public Outreach (E/PO) program through solicitation of appropriate proposals in conjunction with nearly all of its AO and NRA program notices.

OSS programs are conducted through an integrated array of activities including ground based laboratory research; computer modeling and basic theory; sub-orbital flight of instruments on airplanes, balloons, and sounding rockets; flight experiments in low Earth orbit on the Shuttle, on automated Earth-orbiting and on interplanetary spacecraft. These activities are conducted with the participation and support of universities and other research institutions throughout the United States, NASA's field Centers, including the Jet Propulsion Laboratory (JPL), other Government agencies and facilities, and domestic aerospace industries. In addition, many OSS space science programs involve substantial international participation with western European countries and Japan, and increasingly with Russia and countries in Latin America. In all cases, these science investigations are selected through competitive peer review of proposals submitted in response to formally issued program announcements

The Office of Life and Microgravity Sciences & Applications, and The Office of Space Flight (Human Exploration and Development of Space Programs (HEDS) Enterprise) - The HEDS Enterprise is responsible for developing programs that are directed toward using space-based and related ground-based experimental facilities to advance the knowledge in life and microgravity sciences and transfer that knowledge to the U.S. industrial and academic communities for practical applications, where appropriate.

HEDS applies its understanding of human health and physiology to maximize the productivity and well being of NASA's workforce. Programs and functions include the following: Gravitational Biology and Ecology program, Advanced Human Support Technology program, Biomedical Research and Countermeasures program, Microgravity Research program, Space Products Development program, Aerospace Medicine function, and Occupational Health function.

In addition, HEDS has joint programs with other agencies in the Federal Government and with the space faring nations of the world.

Code Y, Office of Earth Science. The earth science program is dedicated to understanding the total Earth system and the effects of natural and human-induced changes on the global environment. To preserve and improve the Earth's environment for future generations, people around the world need policies based upon the strongest possible scientific understanding. The unique vantage point of space provides information about the Earth's land, atmosphere, ice, oceans and biota that is obtainable in no other way. In concert with the global change research community, the Office of Earth Science (OES) is developing the understanding

needed to support the complex national and international policy decisions ahead to assure a strategic advantage for American enterprise.

The OES currently has five science research themes entitled, Biology and Biogeochemistry of Ecosystems and the Global Carbon Cycle, Global Water and Energy Cycle, Climate Variability and Prediction, Atmospheric Chemistry, Solid Earth Science, as well as additional cross-disciplinary research in Earth science. NASA's central role in these programs emphasizes both the development and operation of global observing systems for environmental research and substantial efforts in modeling and process studies. The science and technological programs of OES are managed and carried out by three Divisions entitled Research Division, Applications and Outreach Division, and the Program Planning and Development Division.

The Earth Science Enterprise comprises an integrated suite of spacecraft and other remote sensing platforms and in situ measurement capabilities to acquire data; data and information management systems to capture, process, archive, and distribute global data sets; and research and analysis programs to convert data into new knowledge of the Earth system.

Science selection, based on competitive, peer reviewed proposals, is the foundation on which the Earth Science Enterprise science program is built.

PEER REVIEW WORK BREAKDOWN STRUCTURE

1.0 PREPARATION OF PROGRAM ANNOUNCEMENT DOCUMENTATION AND SOLICITATION

2.0 NOTICES OF INTENT TO PROPOSE

3.0 PROPOSAL RECEIPT/PEER REVIEW PROCESSING/LOGISTICS

4.0 ADMINISTRATION

5.0 DATABASE

6.0 ELECTRONIC COMMERCE

7.0 REPORT GENERATION

APPENDIX A GLOSSARY OF TERMS

APPENDIX B PROGRAM MANAGEMENT RESOURCE LIST

1.0 PREPARATION OF PROGRAM ANNOUNCEMENT DOCUMENTATION AND SOLICITATION

- 1.1 General - The Contractor is responsible for the efficient handling of pre-solicitation and solicitation documentation. The task order shall direct the contractor's activities in regard to:
- 1.2 Assist in preparation of solicitation schedule and milestone charts and provide reporting tools to track progress against such schedules/charts;
- 1.3 Perform logistics and notifications for workshops and pre-solicitation meetings that may precede the development of Program Announcements as well as pre-proposal meetings; assist in the preparation of reports or minutes resulting from these activities;
- 1.4 Assist in preparation of solicitation and Commerce Business Daily (CBD) announcements;
- 1.5 Provide camera-ready documentation for submission to the NASA Printing Office and convert approved solicitations to appropriate Internet-ready format;
- 1.6 Issue approved solicitations, and other items as directed (mail, e-mail, world wide web) and post solicitations and other items to Internet site as necessary. Solicitations should be posted on date of its release.

2.0 NOTICES OF INTENT

- 2.1 General – Solicitations issued will request that potential offerors submit a "Notice of Intent" to propose to be sent to a central location. As directed by NASA the contractor shall:
- 2.2 Receive, by mail and/or electronic media (including an internet site), and log in Notices of Intent, including any specialized information specified by the Program Announcement;
- 2.3 Create/maintain files and an electronic database for Notices of Intent received in a manner that allows the ability to sort and provide subsets of data;
- 2.4 Within five working days after the Notices of Intent are due, prepare summary reports of Notices of Intent that shall include, at a minimum, names of institutions, Principal Investigators, and sub-disciplines as may have been specified in the instructions in the Program Announcement;

3.0 PROPOSAL RECEIPT/PROCESSING/LOGISTICS

- 3.1 General – The solicitation specifies the proposal preparation instructions and the date, time and address for proposal submission. The contractor will, as directed by the task order, receive, maintain, record information on and process these proposals as follows:

- 3.2 Maintain an interactive internet site that allows for the submission of proposal cover pages and proposal summaries;
 - 3.3 As received, log-in and assign with a unique identification code, paper and electronic proposals and maintain proposals in an electronic repository or a secure facility pending review;
 - 3.4 For Code S requirements, establish an interactive Internet web site for the receipt of proposals for Education/Public Outreach (E/PO) proposals and maintain these proposals in a secure electronic data repository that is accessible by NASA for review and evaluations purposes; screen incoming proposals to ensure that appropriate hard copy E/PO materials are included to match any electronic submissions, and alert NASA Code S of any E/PO proposals that require special considerations for review and selection purposes.
 - 3.5 Prepare and distribute electronic/paper acknowledgements of receipt for each proposal received;
 - 3.6 Sort proposals received into categories (sub-disciplines);
 - 3.7 Assist NASA in screening each incoming proposal to determine compliance with eligibility criteria and consistency with general program solicitation requirements;
 - 3.8 Provide a log of all proposal cover information, sorted by requested data fields to NASA within five working days after the proposal due date;
 - 3.9 Provide the requested number of copies of each proposal (usually only one copy) received to the appropriate NASA Office within five working days after the proposal due date;
 - 3.10 For each proposal, receive peer reviewer names from appropriate NASA solicitation manager/project office; contact each reviewer to obtain their agreement to review the proposal, obtain conflict of interest and non-disclosure agreements from all reviewers; maintain a file of all conflict of interest and non-disclosure forms for all peer reviewers and ensure that all conflict of interest and non-disclosure agreements are valid and current. In the event where receipt of a conflict of interest form identifies a potential conflict, the contractor must notify the appropriate NASA Official. NASA will make any and all decisions related to conflicts of interest.
- Additionally, for HEDS requirements, provide a respected and technically qualified non-civil service peer review administrator who will be responsible for selecting an effective panel chair and, together with the chair, selecting the panel members, in order to ensure an independent peer review and who will facilitate the overall peer review process, including assignment of proposals to reviewers and the preparation of accurate and detailed critiques;

- 3.11 Produce and issue request letters to reviewers and, under NASA's direction, develop review instructions and evaluation forms that are consistent with the evaluation criteria in the Program Announcement;
- 3.12 Produce a binder for each panel reviewer containing all necessary review information to include, but not be limited to, pertinent forms, instructions, list of primary and secondary reviewer assignments, summary pages of proposals. This binder may also include the confirmation date and location of review, and pertinent logistical information or this information may be provided separately;
- 3.13 Assemble/mail proposal review packages to peer panel and/or mail-in reviewers and track responses;
- 3.14 Compile and distribute all reviews as directed by the cognizant NASA Office as well as assure panel ratings are entered into the database;
- 3.15 File the original reviews along with the relevant proposal in secure storage;
- 3.16 Contact panel members and make arrangements for their travel, per diem and honorarium, as appropriate. All travel arrangements must be made by the contractor and be under rate and fee limits authorized by the contract (Federal Travel Regulations (FTR); the Joint Travel Regulation (JTR), Volume 2, DOD Civilian Personnel, Appendix A; or the Standard Regulations (Government Civilians, Foreign Areas), Section 925);
- 3.17 Provide all logistical/administrative support for panel meetings and site visits (panel meetings are typically held in the Washington, D.C. area, while site visits are typically held at the proposing institution's site);
-
- 3.18 Provide Executive Secretaries to support Panel meetings, provide for minutes to the Panel meeting;
- 3.19 As necessary, coordinate the activities of the reviewers/panel members throughout the peer review process;
- 3.20 Conduct/support peer review panel meetings (occasionally panel meetings are outside of the Washington, D.C. area);
- 3.21 Summarize panel results in formats specified; enter the results into database; review and edit as necessary summary comments, ranking, grades, and related data;
- 3.22 Provide copies of reviews and summaries, that have been edited to remove reviewers names, to appropriate NASA officials for feedback to Principal Investigators;
- 3.23 Prepare and distribute packages containing proposal summaries, proposal review scores and statistical summaries, reviewers comments, and outcomes from review panel meetings to

appropriate NASA officials within seven working days after the conclusion of the panel meeting unless directed otherwise by NASA;

3.24 Receive NASA's selection decisions and enter decisions into database;

3.25 Prepare acceptance and rejection letters/packages and debriefing letters as directed by NASA for signature by the selection official; distribute letters/packages to Principal Investigators who have submitted a proposal;

3.26 Support the preparation of procurement request (PR) packages (that could include: the proposal, selection statement, summaries of the review process, justifications for awards, C.A.S.E. reports, etc.) and forward to cognizant NASA office for review and signature;

3.28 Provide hard copy packages to the cognizant NASA official that contains submitted proposals, proposal reviews, and review and selection summaries for archival storage by the government; records shall be stored and disposed of in accordance with NASA Records policy (NPDs 1440.6E and 1441.1C).

3.29 As directed by NASA, after the completion of the selection of proposals from a particular research announcement, conduct a meeting to debrief the panel chairs on the selection results and receive feedback on how to improve the peer review process.

3.30 After the completion of the peer review activity, and in addition to WBS 3.29 if required, the contractor is required to conduct and receive customer surveys from: 1) the NASA official(s) responsible for the NRA/AO and the associated peer review process (after WBS 3.28); and 2) the peer reviewers (after WBS 3.22). The NASA official survey shall evaluate the contractor's performance relative to the peer review support in terms of quality, timeliness and overall support to the process. A copy of the evaluation must be sent to the Code Performance Monitor. The peer reviewer survey shall evaluate the contractor's performance relative to the logistics support given to each peer reviewer (travel, accommodation, meeting support, etc.) and will offer the opportunity for suggestions for process improvement. The surveys may be hard copy or electronic. The contractor will report the results (see WBS 7.9) semi-annually to coincide with the award fee evaluation cycle. A customer survey is required from all participants described above. The contractor must maintain the records, including the survey responses, for each six month period in a form and manner that is available for Government verification.

3.31 Occasionally conduct an expedited peer review process for a limited number of proposals as directed by NASA.

4.0 ADMINISTRATION

4.1 General – During the course of the contract other work items will be required to support the peer review process. These activities are anticipated to include some or all of the items below:

- 4.2 Support the issuance of reminders for progress reports, revised budgets, etc., in order to prepare annual funding supplements;
- 4.3 Assist in gathering information for and preparing responses to Government reporting requirements and inquiries as well as private sector inquiries (urgent and routine), in a timely manner as directed by NASA;
- 4.4 Produce an Annual Program Task Book and Bibliography as directed that will contain contract histories and technical information, NRA/AO information with respect to the proposal submitted, PI affiliation and address data, research description abstracts, etc., and which may be made available in hard copy form and/or CD ROM and will be required to be available in a searchable database available on the World Wide Web;
- 4.5 Support the maintenance of a publicly accessible internet web that contains NASA's program plans, requirements documents, and other information useful to potential offerors;
- 4.6 For HEDS requirements, coordinate an annual international peer review of flight proposals for NASA and its international partners;
- 4.7 As directed by NASA, meet with NASA discipline scientists to investigate ways to continuously improve the peer review process.
- 4.8 For Code S, maintain an inclusive, up to date log, selectable by data fields, of all E/PO projects selected through OSS NRA's and AO's showing, at a minimum, name of PI, identification of selection announcement, name of task, funding by year, period of performance, and related OSS science discipline and Program Theme (as appropriate).

5.0 INFORMATION TECHNOLOGY SUPPORT

5.1 General – This contract includes the provision of a government furnished computer system and data. This system consolidated the database activities furnished by incumbent HQ peer review contractors. The peer review support contractor under this contract will assume responsibility for the management, operation, security, enhancement and documentation of this system. The system is accessible to NASA users and other end users authorized by NASA and the data may only be used for purposes authorized by NASA.

5.2 Management and Operation of the System – The contractor shall manage and operate the system in an efficient and responsible manner. The government furnished system source code shall be maintained by the contractor. The contractor shall be fully responsible for system data, availability, reliability, security, data transfer and backup, contingency planning/disaster recovery and system risk management. This includes technical assistance to NASA and other authorized users.

5.2.1 Change Management - Any changes or enhancements to the system shall be made by the contractor, who shall be fully responsible for life cycle management of the software. It shall

be processed under disciplined configuration management and generally accepted life cycle management processes. Critical to these processes is accurate and timely documentation that is filed properly and readily available during the life of the system. It is expected that the contractor shall provide enhancements to the software to better fit the software to the peer review business processes as they evolve. This may also include converting the system to a web based platform.

5.2.2 Requirements – All requirements for software change, including problem corrections, shall be documented. Enhancements shall be approved by a single designated change control official and the NASA COTR. Signatures authorizing completion of this phase shall be obtained and maintained.

5.2.3 Design – A design review shall be conducted and the overall system design documentation amended to reflect the changes. Signatures authorizing completion of this phase shall be obtained and maintained. Design documentation includes items such as screen images, report formats, processing logic rules, legal data values, etc.

5.2.4 Development and Test – The code shall be developed using generally accepted, commercially available tools. Formal test scripts and user scenarios, including expected results, shall be developed and maintained. Signatures for Test Readiness and Test Acceptance shall be obtained and maintained.

5.2.5 Operational Readiness Review - The system shall pass an Operational Readiness Review for each release. Signatures approving the new software for production release shall be obtained prior to implementation.

5.2.6 Version Control – Each software release shall contain a version control number that was approved at the Operational Readiness Review.

5.2.7 Other Documentation – User guides and data models shall be developed as necessary.

5.2.8 Problem tracking – Problems with the software shall be formally tracked until resolution and the problem analyzed for any required system changes.

5.3 Minimum Documentation – The contractor should prepare and/or maintain the appropriate amount of documentation to assure system integrity but as a minimum the following:

- Requirements Document
- Design Documents
- Data Dictionary
- User and Operations Guide
- Test Plan and Procedures
- Configuration Management Items
- System Security Plan (NPG 2810)

6.0 ELECTRONIC COMMERCE

6.1 NASA is committed to the automation of manual processes to eliminate redundancy, and improve information and technology sharing among the NASA research community. As directed by NASA, the peer review support contractor will coordinate and implement the effective use of the Internet in support of electronic commerce as follows:

6.2 Apply the appropriate technologies to provide a standard "common face" for NASA Research Announcement posting to the Internet;

6.3 Support automated E-mail notification to institutions, through a voluntary subscription service, regarding announcement postings;

6.4 Enable proposal and electronic certification receipt to include electronic submission of all proposal documents to a secure, private, managed central repository;

6.5

6.6 Support electronic processing of proposals for distribution to internal and external review teams;

6.7 Provide "paperless" electronic notification of selection for award;

6.8 Create and maintain the Internet capability for electronic receipt of both interim and final reports, such as property, performance, federal cash transaction and annual research reports ;

6.9 ~~Support development of the proper interface between the grants management data system and the IFM Procurement Module;~~

6.10 Provide an interface to interagency electronic initiatives in order to promote the adoption of common standards among NASA and other federal agencies.

7.0 REPORT GENERATION

7.1 As directed, prepare reports from database for NASA as follows:

7.2 Provide post-award statistics (e.g., awards by state; awards to minority businesses; to minority universities, faculty, and students.)

7.3 Summary reports for Notices of Intent that shall include, at a minimum, data on Institution, Principal Investigator, and Discipline;

- 7.4 Prepare summary reports listing all proposals received and summarizing the status and findings for each criterion on each proposal, as well as any overall summary ratings as may have been determined;
- 7.5 Prepare interim reports during the peer review proceedings and final reports upon conclusion of review;
- 7.6 Prepare summary reports on mail reviews and panel meetings for appropriate NASA review;
- 7.7 For each solicitation, provide a summary report showing the proposals accepted and rejected;
- 7.8 Prepare, post and distribute announcements of selections on news releases, internet sites, and other information systems.
- 7.9 Prepare, semi-annually, at the conclusion of the award fee evaluation cycle, a report on the customer satisfaction for activities completed during the six month period constituting the award fee evaluation period. For each of the surveys described in WBS 3.30, an overall rating for selected performance factors will be reported. The report should also identify non-respondents and calculate the response rate. A list of non-respondents must be provided with a detailed history of the contractor's effort to acquire the completed survey response.
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APPENDIX A

GLOSSARY OF TERMS

Generally speaking, these terms cover the scope of Government activities described herein:

Announcement of Opportunity (AO). A broad Agency announcement that solicits proposals that encourage the participation of investigators and the selection of investigations which contribute most effectively to the advancement of NASA's scientific and technological objectives. The solicitation states broad areas of scientific interest and generally is for large, one of a kind programs.

Cooperative agreement. A legal instrument which is used to enter into the same kind of relationship as a grant (see definition "grant"), except that substantial involvement is expected between NASA and the recipient when carrying out the activity contemplated by the cooperative agreement.

Cooperative Agreement Notice (CAN). A broad Agency announcement that solicits proposals that will partner with NASA (share in costs) in a research and development activity.

Electronic commerce. The conduct of business through the use of electronic media, in lieu of paper transactions, direct personal contact, telephone, or other means. For grants and cooperative agreements, electronic commerce can include the use of electronic data interchange, electronic mail, Internet sites, and electronic funds transfer for the purposes of program announcements or solicitations, applications or proposals, award documents, recipients' requests for payment, payment authorizations, and payments.

Grant. A legal instrument that is used to enter into a relationship: (1) The principal purpose of which is to carry out a public purpose of support or stimulation for the conduct of scientific research, rather than to acquire property or services for NASA's direct benefit or use; and (2) In which substantial involvement is not expected between NASA and the recipient when carrying out the activity contemplated by the grant.

NASA Research Announcement (NRA). A broad Agency announcement that solicits proposals in broad areas of NASA's scientific interest. The NRA provides for submission of competitive project ideas, conceived by offerors, in one or more program areas of interest and generally for programs of a sustaining or on-going nature.

Notice of Intent (to propose). Advance notification from an offeror to NASA that they plan to submit a proposal on a specific research topic.

Peer Review. The use of expert reviewers who are the scientific and technical peers of the proposers to evaluate proposals against the criteria stated in a broad Agency announcement.

Unsolicited Proposal. A written offer to perform work that is submitted independent from any broad Agency announcement issued by NASA.

APPENDIX B

Program Management Resource List

NASA Grants and Cooperative Agreement Handbook/NPG 5800.1D Dated: July 23, 1996.
<http://ec.msfc.nasa.gov/hq/grcover.htm>

NASA Federal Acquisition Regulation Supplement (Chapter 18 of title 48 of the Code of Federal Regulations).
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

NASA Records Management , NPD 1440.6E, NPD 1441.1C.
<http://www.hq.nasa.gov/office/cio/records.htm>

NASA Organization and Research Information. <http://www.hq.nasa.gov>

Code U Task Book and NRA Information. <http://peer1.idi.usra.edu>

CONTRACT NASW-00017
Attachment D
Consolidated Peer Review Services
List of Government-Furnished Property

Attachment D
Consolidated Peer Review Services
List of Government-Furnished Property

<u>Item Number</u>	<u>Description</u>	<u>Qty</u>	<u>Est Cost</u>
1	Consolidated Peer Review Database	1	\$TBD
2	Peer Review File Server	1	\$TBD

CONTRACT NASW-00017

Attachment E

Consolidated Peer Review Services
Direct Labor Rates, Indirect Cost
Rates, and Maximum Award Fee Percentage

Attachment E
 Consolidated Peer Review Services
 Direct Labor Rates, Indirect Cost
 Rates, and Maximum Award Fee Percentage

1. Direct Labor Rates. The Contractor shall use the direct labor rates specified below for pricing all proposals in response to task orders issued under this contract.

Labor Category	Basic Rate/hr	Year 2 Rate/hr	Year 3 Rate/hr	Year 4 Rate/hr	Year 5 Rate/hr
Program Manager					
Functional Manager					
Administrative Specialist					
IT Specialist					
Code Manager					
Solicitation Support Specialist					
Logistics Specialist					
Clerical Specialist					

Notes: Labor categories should be unburdened direct labor categories which apply to both the effort in the representative tasks and the SOW; Assume contract start date of 3-1-00.

2. Indirect Cost Rates. The Contractor shall use the indirect rates as specified below for pricing all proposals in response to task orders issued under this contract.

Indirect Expense	Basic Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Fringe Benefits					
Overhead					
General & Admin					
Material Handling					

Notes: The Offeror shall provide a description of what is included in their proposed indirect pools and the bases of application for each indirect rate

Attachment E
Consolidated Peer Review Services
Direct Labor Rates, Indirect Cost
Rates, and Maximum Award Fee Percentage

3. Maximum Award Fee Percentage (for all Task Orders issued under this contract)

§ (Offeror to propose)

(End of Attachment E)

Attachment E
Consolidated Peer Review Services
Direct Labor Rates, Indirect Cost
Rates, and Maximum Award Fee Percentage

3. Maximum Award Fee Percentage (for all Task Orders issued under this contract)

(Offeror to propose)

4. Subcontractor List of Rates

Indyne Loaded Rates (except fee)					
Labor Category	Basic Rate/hr	Year 2 Rate/hr	Year 3 Rate/hr	Year 4 Rate/hr	Year 5 Rate/hr
Code Manager					
Chief Scientist					
Senior Scientist					
Solicitation Support Specialist					
Logistics Specialist					
IT Specialist					
Technical Editor					
Clerical Specialist					

SAIC Loaded Rates (except fee)					
Labor Category	Basic Rate/hr	Year 2 Rate/hr	Year 3 Rate/hr	Year 4 Rate/hr	Year 5 Rate/hr
Code Manager					
Chief Scientist					
Senior Scientist					
Solicitation Support Specialist I					
Solicitation Support Specialist II					
Logistics Specialist					
IT Specialist					
Technical Editor					
Clerical Specialist					

(End of Attachment E)

CONTRACT NASW-00017
Attachment F
Consolidated Peer Review Services
Organizational Conflict of Interest
Avoidance Plan

1.A.4 OCI AVOIDANCE PLAN

The GST Team is keenly aware of the importance of the peer review process to NASA and its research and education communities. A prerequisite for a successful research program is a peer review process that is beyond the reproach of the scientific community at large, including Governmental advisory groups. GST is committed to the integrity of the process and we will commit all of our resources to ensuring peer reviews that are above reproach.

Our Organization Conflict of Interest Avoidance Plan (OCIAP) is the keystone to ensuring integrity in our support of the NASA Peer Review process and has the corporate commitment of each GST Team member. As the prime contractor, GST proposes a CPR master OCIAP that recognizes GST's responsibilities for all aspects of this contract. This coordinated master OCIAP has been endorsed by each GST Team member and provides a proven set of procedures documented over 10 years of NASA peer review process support.

Systems are already in place within each Team Member's organization to identify potential conflict of interest issues and to provide for conflict avoidance or mitigation. The purpose of the OCIAP is to describe the integration of these proven procedures to specifically avoid, neutralize, mitigate, or eliminate both real and perceived conflicts of interest that may arise during performance of the CPR contract.

Our proposed OCIAP is summarized in the subsections that follow. The key attributes are:

- *Complete isolation of this contract, its employees, facilities, and material storage from all other parts of the Team member organizations as the basic underlying approach to OCI avoidance*
- *Systematic reviews of Team member organizational interest and planned participation in forthcoming solicitations*
- *Reporting of all potential OCI situations and mitigation actions in TO Plans*
- *A semi-annual OCI Avoidance Report, coordinated with contract award-fee determination, required as a deliverable*
- *Swift, forceful action on the improbable occurrence of an OCI infraction*

As the prime contractor, GST is the entity responsible for guaranteeing that neither GST nor any of its subcontractors has unmitigated conflicts in the performance of any CPR task.

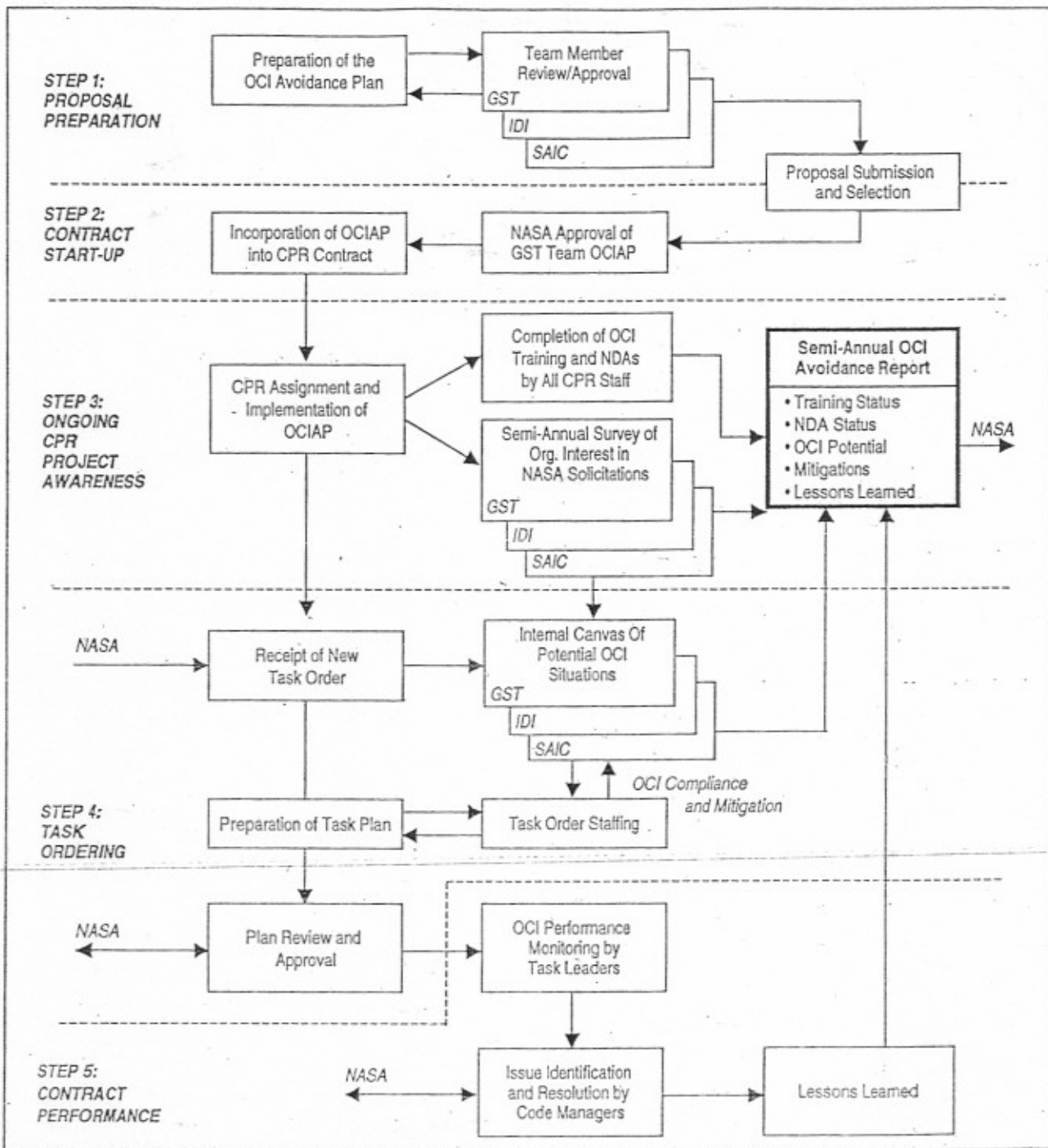


Figure 1.A.4.3-1 OCIAP Implementation. Our approach to OCI avoidance will ensure that no real or perceived organization conflicts of interest affect the integrity of the peer review process.

1.A.4.1 Potential for Conflict

The GST Team will be supporting many reviews simultaneously; therefore, an effective OCIAP must consider the day-to-day activities and functions of the GST Team and address the potential for OCI with the initiation of each new TO and/or supported solicitation. Our OCIAP incorporates processes and responsibilities sensitive to OCI concerns at both levels, i.e., planning and actual performance.

Potential OCI situations facing the CPR contractor may surface in three forms: unauthorized disclosure (intentional or unintentional) of sensitive and/or proprietary material by the GST Team, unacceptable influence applied by outside individuals or organizations on the GST Team, and the unmitigated appearance of (but not real) OCIs. Any one of these situations could severely compromise the integrity of the GST Team and the trust bestowed upon it by NASA and the science community. The GST Team is fully aware of these potentials for conflict and has developed and applied proven techniques for dealing with each situation in our previous and current support of NASA's peer review activities. We have incorporated these approaches and lessons-learned into our proposed OCIAP.

1.A.4.2 OCI Avoidance Techniques

Our proposed plan embraces six important practices designed to eliminate all potential occurrences of OCI. These practices are: Awareness, OCI Training, Non-Disclosure, Physical Barriers, Protection of Information, and Limitation of Participation. Taken together they are the essence of our OCIAP. The intent is to establish a "virtual wall" between the GST Team and any other organizational element, both internal and external.

1.A.4.2.1 Organizational Interest Awareness

The first step in an effective OCIAP is to know the research interest and intents of one's own organization. The GST plan addresses this responsibility in two ways: semi-annual internal surveys of corporate activity relevant to (but not yet in conflict with) future solicitations and ~~specific polling of organizational interests in each solicitation.~~ These surveys will alert the GST Team of places/people within their parent organizations where a future OCI situation may arise.

Several GST contracts provide support to GSFC that could include assistance to GSFC civil servants responding to future peer reviewed solicitations. While no OCI issues currently exist, there is the potential for conflicts to arise as an indirect result of GSFC's interest in future solicitations. IDI does not have any contracts or lines of business that pose a potential OCI at the present time. At SAIC, there are people managing aspects of NASA-supported solicitations to which individuals in other areas of the company may respond. Across its staff of over 38,000 individuals, it is not uncommon for SAIC to find individuals involved in response to a peer review solicitation. Each team member's organization already has proven procedures in place to quickly identify if a solicitation response is planned, and if so, at what organizational level involvement anticipated. In addition, a number of time-tested practices will be in place to mitigate any potential OCI as discussed in the following sections.

1.A.4.2.2 OCI Training

The GST Team will develop and initiate a mandatory contract-specific OCI training program to fully acquaint all contract staff with conflict of interest principles and prohibitions, corporate Conflict of Interest Policies, the contents of this specific OCIAP, obligations to safeguard sensitive and/or proprietary information, and the Non-Disclosure Agreement. Our training

program will provide the project staff with the necessary knowledge on and the proper sensitivity to all conflict of interest matters. Training completion will be documented with a Training Certificate.

1.A.4.2.3 Non-Disclosure Agreements (NDA)

The NDA establishes individual responsibility. This document is a certification by each team member acknowledging responsibility for the handling and safeguarding of any NASA-sensitive or other proprietary information with which they may come in contact during the course of the contract. Permanent personnel will sign an NDA before joining the GST Team. Additional temporary personnel hired to support surge activities will also receive OCI training and sign NDAs.

1.A.4.2.4 Physical Barriers

The foundation of our OCIAP is a well-proven approach that has successfully avoided all real or perceived OCI issues over the 10+ years of peer review support provided by members of the GST Team. As stated previously, our approach is to completely isolate this contract, its staff, facilities, and material/information storage. GST will provide a dedicated office facility in Washington, DC for the sole purpose for performing the CPR contract support. This will be a secure facility (including offices, workrooms, and meeting rooms) accessible only to our CPR staff, peer reviewers, NASA, and other specifically approved individuals. Access to information archived in the facility will be controlled and limited to those with an approved need to know.

All contract staff will be resident within this facility. Hence, they will have a natural physical barrier to assist them in managing and protecting sensitive information. In the interest of a seamless team and consolidation efficiencies, the GST Team is proposing a flexible TO staffing approach with highly experienced personnel. To retain flexibility we do not, except in extreme cases, expect to remove an individual from an assigned task due to OCI issues. We would rather establish effective barriers with parent organizations and couple that with significant personal responsibility for OCI mitigation.

1.A.4.2.5 Limitation of Participation

GST Team personnel will not be allowed to participate on proposing teams responding to NASA research solicitations handled by this contract. We will ensure that any surge support personnel temporarily assigned to the contract are not in conflict.

1.A.4.3 Implementation of the OCIAP

Implementation of the OCIAP is a five-step process: 1) proposal preparation of the OCIAP, 2) contract start-up, 3) CPR project awareness, 4) task ordering, and 5) contract performance. The flow of OCI avoidance activities through these steps is depicted in **Figure 1.A.4.3-1**. If selected, our plan (modified as necessary) will be incorporated into the CPR contract. The remaining three steps of the OCIAP implementation will be executed continuously over the life of the contract.

At the Project Level, our Program Manager is responsible for the ongoing awareness (Step 3) of potential OCI situations that may arise within each of our team member organizations. The appropriate Code Manager will query each team member organization for potential OCI situations with each new TO/solicitation (Step 4). The last step is monitoring our compliance with the OCIAP requirements and any specific mitigation responses needed. The responsibility for this rests with the Task Leader. If, at any time, identified OCI situations are not being

mitigated, the Task Leader will report the issue immediately to their Code Manager. The Code Manager and Project Manager will prepare and implement a resolution to the issue immediately and notify the NASA COTR for concurrence.

In addition to immediate notification of any OCI issues, the status of GST's compliance with the OCIAP will be provided to NASA as a Semi-Annual OCI Avoidance Report, which will be submitted to coincide with NASA's semi-annual evaluation of our CPR contract performance for award fee determination.

GST is responsible for ensuring that all contract support is performed at the highest level of integrity and ethical behavior, free of any OCI issues. Mr. William Dickinson, GST Vice President of Operations and OCI Officer, will have the ultimate responsibility for implementing the requirements of the OCIAP. He is also responsible for ensuring the flow-down of the OCIAP requirements to the IDI and SAIC subcontracts. Supporting him in this organizational responsibility will be Ms. Parri Engelsen from SAIC and Mr. David Frankel from IDI. These subcontractor OCI Officers will report directly to GST's OCI Officer regarding all OCI issues. All three individuals will be responsible for conducting periodic surveys of their organizations for potential OCI situations as well as screening all TOs to identify any potential OCI situations arising from current work or planned proposals.

Project compliance with all OCI Plan requirements is the responsibility of the CPR Program Manager, who reports directly to Mr. Dickinson on OCI issues. Dr. Stanford will be the CPR Project OCI Officer. He is responsible for ensuring OCIAP compliance at the Project level, including OCI Training, NDAs for all staff, coordinating resolution of conflict issues, and preparing the Semi-Annual OCI Status Report for NASA.

Resolution of Conflict Issues

Even with the best avoidance plans, GST recognizes that there will be a small risk that OCI issues will arise in its performance of the CPR support. If the issue is one of appearance, the Program Manager will prepare a detailed mitigation statement, clearly explaining that no OCI infraction has occurred. He will also define further mitigation steps to be taken by the GST Team (if necessary) to eliminate any further impressions of OCI appearance.

If the Program Manager determines (with the assistance of the responsible Code Manager) that an OCI infraction has indeed occurred, two actions must be taken. First, it will be determined whether the infraction involves one of the Team member organizations. If so, that organization will immediately withdraw its participation in the subject solicitation, hence, resolving the OCI issue. Second, a determination will be made by the Program Manager, in conjunction with the GST OCI Officer, a Management Representative of the employee's organization (if other than GST), and the NASA COTR (optional). This *ad hoc* OCI board will determine whether or not the infraction was intentional or unintentional. If the board finds the infraction was unintentional, a written reprimand will be issued to the offending employee and a copy retained in the contract record. If the board finds the infraction to be intentional, the offending employee will be immediately dismissed, consistent with the terms of the NDA signed by the employee.

GST believes these avenues of OCI issue resolution effectively evidence our full commitment to the importance of OCI avoidance and zero tolerance for any acts by our GST Team that would challenge the integrity of the NASA Peer Review process.