

CONTRACT NASW-5067

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- Section B.2: Hourly rates, pages B-1 & B-2;
- Attachment B: Small Business (SB) and Small Disadvantaged Business (SDB) Subcontracting Plan, 18 pages;
- Attachment D: Organizational Conflict of Interest Avoidance Plan, 8 pages.

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

Disclosure of the financial information could cause substantial competitive harm to the contractor by providing its competitors insight into the company's costing practices and management approaches. Furthermore, disclosure would discourage other companies from participating in future competitive procurements, thereby impairing the Government's ability to obtain complete and accurate cost data, and in turn, frustrating the mandate to obtain maximum competition in negotiated procurements.

Disclosure of the information in the Subcontracting Plan and Organizational Conflict of Interest Avoidance Plan would discourage future submission of detailed data concerning the company's implementation of these plans and impair the Government's ability to obtain necessary information in the future as well as cause substantial harm to the competitive position of the company.

2. CONTRACT NO. NASW-5067

3. SOLICITATION NO. W-10-80645

4. TYPE OF SOLICITATION
 SEALED BID (IFB)
 NEGOTIATED (RFP)

5. DATE ISSUED

6. REQUISITION/PURCHASE NO. 10-80645

7. ISSUED BY
 ASA Headquarters
 Acquisition Division
 Code HW, Attn: Donna S. Blanding-Settles
 Washington, DC 20546-0001

8. ADDRESS OFFER TO (if other than item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in NASA HQ, CODE HWCR/4C35 until 4:00PM local time 09/25/95 (Hour) (Date)

* See Clause L.12.A of this solicitation

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME DONNA S. BLANDING B. TELEPHONE NO. (202)358-0480

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OFFER (Must be fully completed by offeror)

TE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS 20 CALENDAR DAYS 30 CALENDAR DAYS CALENDAR DAYS

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
1	9/6/95		

15A. NAME AND ADDRESS OF OFFEROR: Science Applications International Corp. Tech. Services Co., Pacific Tech. Services 10260 Campus Point Drive San Diego, CA 92121

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): Larry M. Trammell Vice President and General Manager

15B. TELEPHONE NO. (619)546-6000

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE: [Signature]

18. OFFER DATE: 9/25/95

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED ALL

20. AMOUNT: See Clauses B.6 and B.7

21. ACCOUNTING AND APPROPRIATION: 29 805/60110 25110 432-78 SSAC 40-00-00 \$50,000; 29 805/60110 399-89 SZAOO 40-00-00 \$50,000; 29 805/60110 186-89 SLA 40-00-00\$50,000 TOTAL:\$150,000

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 U.S.C. 2304(c) () 10 W.S.C. 2304(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (if other than item 7) CODE

25. PAYMENT WILL BE MADE BY NASA Headquarters Financial Management Division, Code CF Washington, DC 20546

26. NAME OF CONTRACTING OFFICER (Type or print): Karen A. McDonald

27. UNITED STATES OF AMERICA: [Signature] (Signature of Contracting Officer)

28. AWARD DATE: 2/29/96

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT LINE ITEM NUMBERS (CLIN)

CLIN 1000 The contractor, upon receipt of a Delivery Order, shall furnish all labor necessary to perform the work described in Section C, which is specified in the Delivery Order, at the rates set forth in schedule clause B.2.

CLIN 2000 Materials, as specified in each Delivery Order.

B.2 PRICES

(a) The labor rates for each labor classification shall be as set forth below. The hourly rates are loaded rates, i.e. the basic rate for each labor classification plus all applicable burdens including the elements of profit.

Contract Year 1

Labor Classifications -----	Hourly Rate -----
101. Study Manager	[REDACTED]
102. Senior Scientist	[REDACTED]
103. Scientist	[REDACTED]
104. Senior Engineer	[REDACTED]
105. Engineer	[REDACTED]
106. Mathematician/Statistician	[REDACTED]
107. Editor/Technical Writer	[REDACTED]
108. Secretarial/Clerical	[REDACTED]

Contract Year 2

Labor Classifications -----	Hourly Rate -----
201. Study Manager	[REDACTED]
202. Senior Scientist	[REDACTED]
203. Scientist	[REDACTED]
204. Senior Engineer	[REDACTED]
205. Engineer	[REDACTED]
206. Sr. Mathematician/Statistician	[REDACTED]
207. Editor/Technical Writer	[REDACTED]
208. Secretarial/Clerical	[REDACTED]
206A. MATH. Analyst	[REDACTED]

Contract Year 3

Labor
Classifications

Hourly
Rate

-
- 301. Study Manager
 - 302. Senior Scientist
 - 303. Scientist
 - 304. Senior Engineer
 - 305. Engineer
 - 306. Sr. Mathematician/Statistician
 - 307. Editor/Technical Writer
 - 308. Secretarial/Clerical
 - 306A. MATH./Analyst.

[REDACTED]

Contract Year 4

Labor
Classifications

Hourly
Rate

-
- 401. Study Manager
 - 402. Senior Scientist
 - 403. Scientist
 - 404. Senior Engineer
 - 405. Engineer
 - 406. Sr. Mathematician/Statistician
 - 407. Editor/Technical Writer
 - 408. Secretarial/Clerical
 - 406A. MATH./Analyst.

[REDACTED]

Contract Year 5

Labor
Classifications

Hourly
Rate

-
- 501. Study Manager
 - 502. Senior Scientist
 - 503. Scientist
 - 504. Senior Engineer
 - 505. Engineer
 - 506. Mathematician/Statistician
 - 507. Editor/Technical Writer
 - 508. Secretarial/Clerical
 - 506A. MATH. Analyst.

[REDACTED]

(b) The minimum qualifications for labor categories are set forth in Section J as Attachment A.

- (b) The minimum qualifications for labor categories are set forth in Section J as Attachment A.

B.3 MATERIALS

Materials shall include expenses for materials/supplies, travel and per diem for contractor/subcontractor personnel, etc. and shall be reimbursed at cost including general and administrative expenses/material handling costs in accordance with the contractor's disclosed/standard accounting practices. Fee(profit) is not applicable to materials.

B.4 PAYMENTS

In accordance with FAR clause 52.232-7 (APR 1984) entitled "Payments under Time-and-Materials and Labor-Hour Contracts" incorporated by reference in Section I, payment may be made monthly upon invoices specifying the number and type of direct hours expended and materials expenses for individual Delivery Order, subject to audit.

B.5 PAYMENT RATE

If work and services on any Delivery Order cross a contract year, the contractor will be paid at the rate currently in effect at the time the Delivery Order work is performed.

B.6 MINIMUM GUARANTEED ORDERS

The Government shall order and the contractor shall furnish a minimum quantity of services valued up to \$500,000 during the period of this contract.

B.7 CONTRACT CEILING PRICE

Pursuant to FAR 16.601(c), the ceiling price for the five year contract shall be \$9,599,400.

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The mission of NASA's Space Science Enterprise is to seek answers to fundamental questions concerning the galaxy and the universe, the connection between the Sun, Earth and heliosphere, the origin and evolution of planetary systems, and the origin and distribution of life in the universe.

NASA's Space Science Enterprise is comprised of three disciplinary areas that support these investigations: Solar System Exploration, Space Physics, and Astrophysics.

Solar System Exploration has the responsibility for the planning and implementation of the scientific exploration of the solar system, including the planets and their satellites, comets and asteroids, and the interplanetary medium. The program strategy consists of an ordered progression from initial reconnaissance to global exploration, and on to intensive study comprising in-situ measurements and sample returns. Emphasis in the coming decade will be on the implementation of small relatively inexpensive missions that can be conducted with small spacecraft. Potential targets for these missions will include all bodies in the solar system, with a likely emphasis on Mars, the small bodies (asteroids and comets), Pluto and the search for other planetary systems. Technology transfer and the formation of implementing partnerships with industry and universities is a goal of all Solar System Exploration programs.

Space Physics manages a research program which supports investigations of the origin, evolution and interactions of particulate matter and electromagnetic fields in a wide variety of space plasmas. Its studies focus on the upper atmosphere, ionospheres and magnetospheres of the earth and other planets, the Sun as a star and as a source of solar system energy, plasma and energetic particles; and the acceleration, transport, and interactions of energetic particles and plasma throughout the solar system and the galaxy. Observations, theory, modeling, simulations, laboratory studies, interactive data analysis, instrument development, and active experiments are all important aspects of the program.

Astrophysics is concerned with the understanding of the origin and fate of the universe; the fundamental physical laws of physics; and the birth and evolution of the large variety of objects in the universe, from the most benign to the most violent. These goals are pursued through contemporaneous observations across the entire electromagnetic spectrum, and through theoretical interpretation of the radiation and fields associated with astrophysical systems. The program is centered around a series of space observatories (the Great Observatories and the smaller spacecraft in the Explorer series),

supported by a research base consisting of instrument developments, sub-orbital research activities, data analysis, and theoretical studies.

C.2 SCOPE

The NASA's Space Science Enterprise has a requirement for technical, scientific and engineering studies and for independent analysis. The studies require unique and highly specialized engineering and scientific skills in order to investigate and/or answer fundamental questions relating to the mission of NASA's Space Science Enterprise. They also include development of Environmental Impact Statements or Environmental Assessments for missions carrying radioactive sources. Independent Assessments provide NASA management with timely, objective, non-advocacy analysis of a program's health and status in key areas relating to the mission of NASA's Space Science Enterprise.

C.3 STUDIES TO BE PROVIDED

- C.3.1 The technical studies are to include: instrument and spacecraft design feasibility, mission options and performance expectations, system design analysis to provide realistic micro spacecraft systems and technologies needed to accomplish specific goals.
- C.3.2 The scientific studies, address such areas as: sample handling and analysis, payload definition to meet science goals, potential science objective of small, low cost missions and science concepts applicability.
- C.3.3 The engineering studies, address such areas as: advanced propulsion capabilities, potential lander technologies, advanced lightweight optics, and mission feasibility studies.
- C.3.4 The independent assessments, are to include: risk assessments and environmental impact analysis, mission trajectory analysis, In-Situ Resource Utilization studies, and estimate of mission development and life cycle costs.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

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

No NASA By-reference clauses in Section E.

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER

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

18-52.212-70	DEC 1988	NOTICE OF DELAY
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(End of clause)

F.2 PERIOD OF PERFORMANCE

The period during which the Government has the right to issue Delivery Orders hereunder shall commence on the effective date of this contract and end sixty (60) consecutive months thereafter. The period of performance for each Delivery Order shall be specified in each individual Delivery Order.

(End of clause)

F.3 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN REPORTING (NFS 18-52.219-75) (SEPT 1992)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form [SF] 295) quarterly for the reporting periods specified in block 1.A. of the form. Reports are due 30 days after the close of each reporting period.

(b) The Contractor shall also complete Item 15 (Subcontract awards to Historically Black Colleges and Universities/Minority Institutions) in accordance with the existing instructions applicable to DOD activities.

(c) All other provisions in the instructions paragraphs of the SF 295 remain in effect.

(d) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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No FAR By-reference clauses in Section G.

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

18-52.245-70	MAR 1989	ACQUISITION OF CENTRALLY REPORTABLE EQUIPMENT
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(End of clause)

G.2 FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (18-52.245-73) (July 1994)

(a) The Contractor shall prepare and submit annually a NASA Form 1018, Report of Government-Owned/Contractor-Held Property, in accordance with 18-45.505-14 and the instructions on the form and in section 18-45.7101 of the NASA FAR Supplement, except the reporting of space hardware shall be required only as directed in clause 18-52.245-78, Space Hardware Reporting, of this contract, if applicable.

(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 NASA installation Financial Management Officer and three copies shall be sent concurrently through the DoD Property Administrator to the NASA office identified below. If the contract is administered by NASA, the original of NASA Form 1018 shall be submitted to the installation Financial Management Officer and three copies shall be sent concurrently to the following NASA office: NASA Headquarters, Code HWB, Attn: Industrial Property Officer, Washington, DC 20546.

(c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted by October 31.

(d) The Contractor agrees to insert the reporting requirement in all first-tier subcontracts, except that the requirement shall provide for the submission of the subcontractors' reports to the Contractor, not to the Government. The Contractor shall require the subcontractors'

reports to be submitted in sufficient time to meet the reporting date in paragraph (c) above.

(e) The Contractor's report shall consist of a consolidation of subcontractor's reports and the Contractor's own report.

(End of clause)

G.3 SUBMISSION OF INVOICES AND VOUCHERS FOR PAYMENT (HW 52.216-101) (AUG 1993)

(a) The original and two copies (marked as "original" and "copy" by the contractor) of all invoices/vouchers shall be sent directly to Code CWA, NASA Headquarters Acquisition Division, Washington, DC 20546, Attn: Donna S. Settles, for review, provisional approval, and transmission to the payment office. On cost type contracts, the contractor shall clearly indicate whether the voucher is for provisional or final payment.

(b) All invoices/vouchers shall reference the contract number.

(c) Time and Material contracts: The invoice shall also show the corresponding order numbers for all line items and units billed.

(d) Invoices on which the contractor will offer a discount for prompt payment: The contractor shall clearly mark the outside of the envelope "DISCOUNT FOR PROMPT PAYMENT".

(e) Cost-Reimbursement contracts: All vouchers shall include an itemized accounting of total contract cost for the billing period by cost element. Cost elements will be listed on the continuation page in the format specified below (if applicable).

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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No FAR By-reference clauses in Section H.

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

18-52.208-81	AUG 1993	RESTRICTIONS ON PRINTING AND DUPLICATING
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(End of clause)

H.2 Delivery Order PROCEDURES

The procedures listed below will be followed in negotiating and issuing Delivery Orders for work to be performed under this contract.

(a) The COTR will prepare a Work Statement for each Delivery Order. The Work Statement shall be cross-referenced to the applicable Statement of Work paragraph(s). If the work is not being initiated by the COTR, the initiator shall prepare the Work Statement and obtain the approval of the COTR for the Delivery Order. Each Work Statement will also list deliverables with dates required and a final completion date.

(b) The Contracting Officer shall review the Work Statement to determine whether it is within the scope of the contract. The Contracting Officer will issue a Delivery Order for preparation of a Study Plan to the Contractor by facsimile.

(c) The Contracting Officer will issue the Delivery Order on Optional Form 347. All Delivery Orders issued under this contract will have a maximum dollar value which is not to be exceeded prior to a modification to the order signed by the Contracting Officer. Each Delivery Order will be funded separately. Each Delivery Order is subject to the Limitation of Funds clause given in the Schedule.

(d) The contractor shall prepare a Study Plan and submit copies simultaneously to both Contracting Officer and the COTR. The contractor's proposed plan shall include:

(i) plan for how the work is to be performed, including who shall perform it, when, where, and in what sequence; and

(ii) complete cost proposal showing hours and rates by labor category and materials burdened in accordance with schedule clause B.3.

(iii) separate percentage goals for using small business concerns and small disadvantaged business concerns as subcontractors in accordance with Attachment B entitled "Small Business and Small Disadvantaged Business Subcontracting Plan".

(e) The Contracting Officer, assisted by the COTR, shall negotiate the Delivery Order with the contractor.

(f) The Contracting Officer will issue a modification to the Delivery Order for initiation of the study. Any subsequent changes in the work required or increases in the maximum dollar value of the order will be accomplished by a modification to the Delivery Order prior to taking place.

(g) In rare instances, the Contracting Officer may issue a Delivery Order which includes the initiation of the study before the Study Plan is negotiated. However, in no instance, will a Delivery Order be issued without a Work Statement and deliverables. When a Delivery Order is issued prior to negotiation, the initiator shall obtain the signatory approval of a NASA Associate Administrator or equivalent rank.

(h) All work performed under this contract shall be accomplished in accordance with Delivery Orders issued by the Contracting Officer and will be based upon Government requirements as stated in Section B.

(End of clause)

H.3 DELEGATION OF CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer may appoint an authorized COTR to act on his/her behalf under this contract. This delegation will be in writing with duties, responsibilities and restrictions specified. Copies of this delegation is provided as Attachment C to Section J, LIST OF ATTACHMENTS.

(End of clause)

H.4 PROTECTION OF INFORMATION

(a) It is anticipated that in performance of this contract, the contractor may:

- (1) have access to or be furnished with information and data relating to NASA's plans, programs, technical requirements, and budgetary matters, and such other information the disclosure of which may give competitive advantage to recipients or would be adverse to the interest of the Government;
- (2) have access to or be furnished with information and data which are proprietary, business confidential, financial, or otherwise sensitive and acquired from other private organizations the disclosure of which may give competitive advantage to recipients or would be adverse to the interest of the other parties;
- (3) prepare reports, information, and data relating to the information and data described in (1) and (2) above, the disclosure of which may give competitive advantage to the recipient or would be adverse to the interest of the Government or other parties.

(b) Therefore, in the performance of this contract, the contractor agrees to:

- (1) appropriately identify information and data falling within the categories of (a) (1), (2), and (3) above and not disclose such information to anyone, other than those contractor personnel performing directly under this contract, without the written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public; or without the written consent of the other organization that is the source of the data;
- (2) apply this provision to any information and data identified by NASA as falling within the categories of (a) (1), (2), and/or (3) above; and
- (3) abide by the conditions of restrictive use markings or legends contained on any information and data falling within the categories of (a) (1), (2), and/or (3) above.

(c) These restrictions do not limit the contractor's right to use and disclose any information and data obtained from another source without restriction.

(End of clause)

H.5 SMALL BUSINESS SUBCONTRACTING GOAL

This contract shall contain a goal of 30% of the total contract value to be subcontracted to Small Businesses, and at least 15% of which (i.e. 15% of the total contract value) must be subcontracted to Small Disadvantaged Businesses; and at least 5% of which (i.e. 5% of the total contract value) must be subcontracted to Women-Owned Businesses.

(End of clause)

H.6 LIMITATION OF FUTURE CONTRACTING (NFS 18-52.209-71) (DEC 1988)

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

(b) The nature of this conflict is that the contractor may perform studies and analyses which involve elements of systems engineering and technical direction, as defined at FAR 9.505-1. As a result of performing such studies and analyses, the contractor may be in a position to 1) favor its own products or capabilities; 2) obtain an unfair competitive advantage for future competitive procurements managed by NASA and/or the Jet Propulsion Laboratory (JPL); or 3) obtain proprietary information.

The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is (a) required to develop specifications or statements of work that are to be incorporated into a solicitation or (b) provides materials which lead directly, predictably and without delay to such a statement of work, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA or JPL contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

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

(End of Clause)

H.7 ORGANIZATIONAL CONFLICT OF INTEREST STATUS REPORT

The Contractor shall provide on a quarterly basis, an Organizational Conflict of Interest Status Report, to the Contracting Officer, which will discuss the status of the OCI requirements. The Contractor shall notify the Contracting Officer within ten days, in writing and telephonically, should an adverse conflict of interest situation arise. Meetings regarding OCI issues will be called on an ad hoc basis by either the Contractor or the Contracting Officer.

(End of Clause)

[END OF SECTION]

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

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	OCT 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	SEP 1990	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JAN 1990	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	MAY 1995	PRINTING/COPYING, DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	AUG 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	OCT 1995	AUDIT AND RECORDS--NEGOTIATION
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-30	SEP 1987	FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.215-39	FEB 1995	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)
52.216-7	JUL 1991	ALLOWABLE COST AND PAYMENT
52.216-18	OCT 1995	ORDERING*****Insert "the effective date of this contract" and "sixty (60) months thereafter" respectively in the fill-ins in paragraph (a). *****
52.216-22	OCT 1995	INDEFINITE QUANTITY*****Insert "sixty (60) months after effective date of the contract" in the fill-in in paragraph (d).*****
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES

52.219-8	OCT 1995	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-9	OCT 1995	SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	OCT 1995	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN-AIR AND WATER
52.223-6	JUL 1990	DRUG-FREE WORKPLACE
52.225-11	MAY 1992	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.232-7	APR 1984	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JAN 1991	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	MAR 1994	PROMPT PAYMENT *****Insert "30th day" in subparagraph (b) (2)*****
52.232-28	APR 1989	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS--As modified by 18-32.908(a) NASA FAR Supplement (Dec 1991)*****Delete the text in paragraph (b) (4) and replace with the following: The contractor shall submit a TFS 3881 to the installation awarding this contract. If a TFS 3881 previously submitted to the installation awarding this contract is still valid, resubmittal is not necessary, unless requested by NASA.*****
52.233-1	OCT 1995	DISPUTES
52.233-3	OCT 1995	PROTEST AFTER AWARD
52.242-1	APR 1984	NOTICE OF INTENT DISALLOW

52.242-13	JUL 1995	BANKRUPTCY
52.243-3	AUG 1987	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-3	APR 1985	SUBCONTRACTS (TIME- AND-MATERIALS AND LABOR- HOUR CONTRACTS)
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	APR 1984	LIMITATION OF LIABILITY-- SERVICES
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT) (ALTERNATE IV)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

18-52.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
18-52.219-75	SEP 1992	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REPORTING
18-52.219-76	JUL 1991	NASA SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL

(End of clause)

I.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

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.

(End of clause)

I.3 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (FAR 52.203-9) (SEP 1995)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause, when requested by the contracting officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c) (2) of this clause is not required for a modification which

procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

(1) I, [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. PAGES</u>
A	Labor Categories and Qualifying Education/Experience	N/A	2
B	Small Business (SB) and Small Disadvantaged Business (SDB) Subcontracting Plan		18
C	Delegation of Contracting Officer Technical Representative (COTR)		2
D	Organizational Conflict of Interest Avoidance Plan		8

[END OF SECTION]

LABOR CATEGORIES AND QUALIFYING EDUCATION/EXPERIENCE

STUDY MANAGER

Minimum Education - Must have a Bachelor's degree in a science, engineering, technical, management or related field.

Minimum Experience - Must have at least 5 years experience in successfully coordinating and managing complex technical, scientific, and/or engineering projects.

SENIOR ENGINEER

Minimum Education - Must have a Bachelor's degree in an engineering, mathematics, or science discipline as a minimum.

Minimum Experience - Ten years experience in aerospace engineering, at least five years experience in the management and technical direction involved in the design or development of space flight hardware programs.

ENGINEER

Minimum Education - Must have a Bachelor's degree in an engineering, mathematics, or science discipline.

Minimum Experience - five years experience in aerospace engineering.

SENIOR SCIENTIST

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

Minimum Experience - Must have at least ten years work experience in basic or applied research in planetary sciences, astrophysics, or space physics.

SCIENTIST

Minimum Education - Must have an advanced degree in one of the physical sciences.

Minimum Experience - Must have at least five years work experience in basic or applied research.

MATHEMATICIAN/STATISTICIAN

Must have a Master's degree with at least four years experience in probability assessment and/or statistical analysis.

TECHNICAL WRITER/EDITOR

Must have a college degree and at least two years experience editing/writing/typing technical documents and reports.

SECRETARIAL/CLERICAL

Must have a high school diploma or GED from an accredited institution. Must have at least two years experience typing/preparing contractual and business related documents.

Contracting Officer Technical Representative (COTR) Delegation

Don Pinkler/SP	FROM: Donna Settles/CWA
CONTRACTOR SAIC	CONTRACT NO. NASW-5067

1. Pursuant to the Federal Acquisition Regulation (FAR) and NASA FAR Supplement, you are hereby appointed the Contracting Officer Technical Representative (COTR) for the contract identified above. The COTR's function is to serve as technical liaison between the Contractor and the Contracting Officer. The COTR is responsible for monitoring the Contractor's performance and delivery of the final product and/or services under the contract. Specific duties and responsibilities are listed in paragraph 3 below.

2. The duties delegated in this letter are not redelegable. The COTR is cautioned that he or she may be personally liable for actions taken or direction given beyond the authorities delegated in this letter.

3. The following authority and responsibilities, when checked below, are hereby delegated to the individual appointed by paragraph 1 above:

(a) Monitor contract performance and immediately report all problems related to it to the Contracting Officer. Keep the Contracting Officer informed, both orally and in writing, of the status of the contract and performance of its requirements. No periodic reports, as such, are required, but care should be taken to promptly report any potential disagreement or controversy that may arise.

(b) Establish, and provide to the Contracting Officer, a surveillance plan that will ensure receipt of the quantity and kinds of supplies or services required by the contract.

(c) Perform on-site surveillance in accordance with the surveillance plan (see paragraph 3(b) above). Document surveillance activities and provide a copy of documentation to the Contracting Officer (see paragraph 3(a) above). Assure technical proficiency and compliance with the technical provisions of the contract by review and verification of the performance of work accomplished by the Contractor. Coordinate with Defense Contract Administration Services (DCAS) when a partial contract administration delegation has been made to that agency to ensure that there is no duplication of administration efforts.

(d) Ensure that the Contractor complies with the defined Statement of Work or specifications included in the contract. Assist the Contractor and the Contracting Officer in interpreting technical requirements of the contract scope of work or specifications. Differences of opinion shall be referred to the Contracting Officer for resolution.

(e) Assure that the Contractor uses the levels of personnel contracted for and necessary for performance of contractual requirements and that the level of personnel contracted for is not diluted by the excessive use of lower caliber personnel.

(f) Review and evaluate the Contractor's progress in relation to expenditures and advise the Contracting Officer of any disparity indicating excessive or deficient funding.

(g) Review Contractor invoices and recommend approval/disapproval for payment as appropriate. Such review shall be completed in a manner so as to allow timely payment under the Prompt Payment Act and avoidance of payment of interest penalties.

(h) Recommend in writing to the Contracting Officer any changes desired in scope and/or technical provisions of the contract with justification for the proposed action. If the Contractor proposes a change, obtain the Contractor's written statement to that effect and forward it to the Contracting Officer together with your analysis and recommendation. **YOU ARE NOT DELEGATED TO AUTHORIZE ANY CHANGES IN THE STATEMENT OF WORK OR SPECIFICATIONS OR DUTIES OF THE PARTIES AS STATED IN THE CONTRACT.**