

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 5

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER <b>August 5, 2005</b>		2. CONTRACT NO. (if any) <b>NNL05AA01B</b>		6. SHIP TO:	
3. ORDER NO. <b>Task Order NNL05AC65T</b>		4. REQUISITION/REFERENCE NO. <b>See Block 9</b>		a. NAME OF CONSIGNEE <b>NASA Langley Research Center</b>	
5. ISSUING OFFICE (Address correspondence to) <b>SEE BLOCK 6 (ATTN: Darla Clifton, 757-864-5717) (FAX: 757-864-7709)</b>		7. TO:		b. STREET ADDRESS <b>9A Langley Boulevard</b>	
a. NAME OF CONTRACTOR <b>ATTN: [REDACTED]</b>		c. CITY <b>Hampton</b>		d. STATE <b>VA</b>	e. ZIP CODE <b>23681-2199</b>
b. COMPANY NAME <b>Science Applications International Corporation</b>		c. STREET ADDRESS <b>10260 Campus Point Drive</b>		f. SHIP VIA	
d. CITY <b>San Diego</b>		e. STATE <b>CA</b>	f. ZIP CODE <b>92121</b>	8. TYPE OF ORDER	
9. ACCOUNTING AND APPROPRIATION DATA <b>PR 4200122976 \$300,000.00</b>		10. REQUISITIONING OFFICE <b>NASA Langley Research Center</b>			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					Destination
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION <b>NASA LaRC</b>	b. ACCEPTANCE <b>NASA LaRC</b>	<b>N/A</b>	<b>October 30, 2006</b>	<b>NET 30</b>	

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Task Order entitled "RPS Development Programmatic-EIS" in accordance with the attached Task Order Statement of Work and the Contractor's proposal dated 8/4/2005.  <b>*NOTE:</b> This Task Order is subject to FAR 52.232-22 -- Limitation of Funds. The Contractor is only authorized to incur up to the cost limitation set forth in Page 5 (spreadsheet).	1	JOB	Estimated Cost Fixed Fee  *Total Cost-Plus-Fixed Fee	NTE [REDACTED] NTE [REDACTED]  NTE \$469,009	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)  17(i) GRAND TOTAL
	21. MAIL INVOICE TO:					
	a. NAME <b>***SEE PARAGRAPH G.2 OF THE BASIC CONTRACT***</b>					
	b. STREET ADDRESS (or P.O. Box)					
c. CITY			d. STATE	e. ZIP CODE	<b>NTE \$469,009</b>	

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)  
**DARLA J. CLIFTON**  
TITLE: CONTRACTING/ORDERING OFFICER

**Contract NNL05AA01B**  
**Task Order Statement of Work**

1. **Task Order Title:** RPS Development Programmatic EIS
2. **Purpose, Objective, and Background of Work to be Performed:**
  - 2.1 Provide assessment expertise in the preparation of NASA's Programmatic Environmental Impact Statement (EIS) for radioisotope power system (RPS) technologies being developed in the Science Mission Directorate for future science missions. The PEIS will be compliant with Council on Environmental Quality (CEQ) Regulations, NASA's National Environmental Policy Act (NEPA) policy and implementing procedures (14 CFR 1216.1 and 1216.3), and NASA's pending guidance for the preparation of NEPA documents (NASA Procedures and Guidelines 8580.1).
  - 2.2 [REDACTED] has been providing support in the preparation of the PEIS documentation for the RPS program under Task Order Number 78. This activity is expected to continue beyond the current task order end date. This task represents the continuation of PEIS preparation and related activities through the issuance of a Final PEIS, rendering of a Record of Decision (ROD) and potential litigation. [REDACTED] shall serve as an integral member of the NASA RPS NEPA Team with responsibility for critical technical NEPA compliance review of all inputs prepared by the Team for the RPS PEIS, and shall integrate those inputs, including inputs prepared by [REDACTED], into the RPS PEIS. The NASA RPS NEPA Team consists of NASA (Science Mission Directorate, HQ Environmental Management Division, Office of General Counsel), [REDACTED] the Jet Propulsion Laboratory, and the U.S. Department of Energy and its risk assessment contractors.
3. **Description of the Work to be Performed:** The Contractor shall perform the following task requirements:
  - 3.1 [REDACTED] shall prepare the Draft PEIS NASA Management Concurrence review version, based upon the NASA NEPA team review of the Team Review version of the Draft PEIS (generated and delivered under contract NAS1-00095). [REDACTED] shall update the NASA Management Concurrence based on comments received from NASA-HQ, draft a Notice of Availability (NOA) for the Draft PEIS for NASA publication in the Federal Register, and deliver the completed document in suitable formats to NASA for printing and distribution to the public and for posting on a NASA web site. [REDACTED] shall compile a Master Mailing List and assist NASA in distribution of printed copies of the Draft PEIS to recipients on the Master Mailing List.
  - 3.2 [REDACTED] shall review all comments received during the Draft PEIS public review period, ensure that appropriate responses are prepared, compile comments and responses in the required appendix to the NEPA document and revise the text of the document as needed as a Preliminary Final PEIS.
  - 3.3 [REDACTED] shall transmit the Preliminary Final PEIS to the RPS NEPA Team for review, and collect and resolve Team comments. [REDACTED] shall revise the Preliminary Final PEIS

- Team review version, based upon comments received from NEPA team members, and prepare a NASA Management Concurrence review version.
- 3.4 [REDACTED] shall resolve draft Final PEIS Concurrence Review comments, revise the document accordingly, prepare a draft Notice of Availability for the Final EIS for NASA publication in the Federal Register, and deliver the completed document in suitable formats to NASA as the Final RPS PEIS for printing and distribution to the public and for posting on a NASA web site. [REDACTED] shall compile a Master Mailing List and assist NASA in distribution of printed copies of the Final PEIS to recipients on the Master Mailing List.
  - 3.5 [REDACTED] shall prepare technical summaries of the Final PEIS and shall transmit to NASA text for incorporation into a Draft ROD for review by NASA. [REDACTED] shall revise the Draft ROD as directed by NASA and shall transmit the Final ROD document to NASA. [REDACTED] shall organize the administrative record for the NEPA process preparing a listing of documents and studies contained in the administrative record. [REDACTED] shall also prepare technical summaries as required to respond to post-ROD inquiries regarding the EIS and the NEPA process.
  - 3.6 [REDACTED] shall assist in the initial planning of activities associated with responding to potential litigation brought regarding NEPA compliance for RPS development effort.
  - 3.7 [REDACTED] shall prepare a report which will describe lessons learned during the RPS NEPA campaign and recommend future actions which would enhance effectiveness of the NASA NEPA compliance process.

#### 4. Deliverables:

- 4.1 Draft PEIS for concurrence by NASA management
  - 4.2 Draft PEIS Notice of Availability (NOA)
  - 4.3 Preliminary Final PEIS for Team Review
  - 4.4 Final PEIS for NASA concurrence
  - 4.5 Final PEIS for public distribution
  - 4.6 Draft Record of Decision with technical summaries of the PEIS
  - 4.7 Administrative Record Inventory
  - 4.8 Lessons Learned White Paper
5. Government Furnished Items: Computer work station and access to NASA IT infrastructure.
6. Other Information Needed for Task Performance: None

**7. Period of Performance/Schedule:**

	<b>Milestones</b>	<b>Dates</b>
7.1	Start Date	[REDACTED]
7.2	Deliver Draft PEIS for NASA concurrence	[REDACTED]
7.3	Deliver Draft PEIS Notice of Availability (NOA) for NASA publication	[REDACTED]
7.4	Deliver Preliminary Final EIS for team review	[REDACTED]
7.5	Deliver Final PEIS for NASA concurrence	[REDACTED]
7.6	Deliver Final PEIS for public distribution	[REDACTED]
7.7	Deliver Draft Record of Decision	[REDACTED]
7.8	Deliver Administrative Record of Inventory	[REDACTED]
7.9	Completion of task with delivery of Lessons Learned White Paper	[REDACTED]

**8. NASA Task Monitor**

NASA TM: Ajay Misra

Mail Stop (M/S): Science Mission Directorate, 3K39-A

Phone Number: (202)358-5163 / Fax Number: (202)358-3097

E-Mail Address: ajay.misra-1@nasa.gov

**ADDITIONAL CONTRACT CLAUSE**

In accordance with Paragraph B.4, of the Basic Contract (NNL05AA01B), FAR 52.232-22 applies at the Task Order level. NFS 1852.232-81 is incorporated as follows:

"CONTRACT FUNDING, (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Task Order is [REDACTED]. This allotment is for **NNL05AC65T** and covers the following estimated period of performance: **April 30, 2006**.

(b) An additional amount of [REDACTED] is obligated under this Task Order for payment of fee.

(End of Clause)"

NOTE: Contract Summary attached.

CONTRACT SUMMARY

CONTRACT ACTION	AWARD DATE	TASK SUMMARY			FUNDING SUMMARY BY TASK OBL (+)/DEOB (-)			**FUNDING PERIOD OF PERFORMANCE	TASK ORDER PERIOD OF PERFORMANCE
		ESTIMATED COST	FIXED FEE	TOTAL CPFF	*ESTIMATED COST	FIXED FEE	TOTAL CPFF		
BASIC CONTRACT	04/08/2005							N/A	04/07/2010
<b>TASK ORDERS AND TASK MODIFICATIONS</b>									
NNL05AB40T	04/21/2005			\$292,148			\$292,148	06/30/2006	06/30/2006
NNL05AC14T	06/02/2005			\$464,157			\$191,638	08/05/2005	12/31/2006
NNL05AC32T, Mod 1	06/27/2005			\$217,609			\$106,672	09/15/2005	03/24/2006
NNL05AC33T	06/26/2005			\$556,462			\$50,000	07/11/2005	07/31/2006
NNL05AC37T	08/01/2005			\$488,807			\$100,000	11/05/2005	07/31/2006
NNL05AC38T	08/01/2005			\$926,929			\$49,200	09/09/2005	11/02/2006
NNL05AC64T	08/01/2005			\$17,741			\$6,438	08/20/2005	10/31/2005
NNL05AC65T	08/05/2005			\$469,009			\$300,000	04/30/2006	10/30/2006
	<b>TOTAL</b>			<b>\$3,432,862</b>			<b>\$1,096,096</b>		

\* Represents the estimated cost subject to FAR 52.232-22 entitled "Limitation of Funds" and NFS 1852.232-81 "Contract Funding"  
 \*\* Represents the period of performance it is estimated the allotted funds will cover

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGE(S) 1 OF 2
2. AMENDMENT/MODIFICATION NO. <b>1</b>		3. EFFECTIVE DATE See Block 16c below.		4. REQUISITION/PURCHASE REQ. NO. See Block 12 below.	
6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>			7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  <b>SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DRIVE SAN DIEGO, CA 92121 ATTN: [REDACTED]</b>				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNL05AA01B / NNL05AC65T</b>
					10B. DATED (SEE ITEM 13) <b>August 5, 2005</b>
CODE <b>0T5L1</b>		FACILITY CODE			

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

PR: N/A

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)
<b>X</b>	<b>FAR 52.243-2, CHANGES -- COST-REIMBURSEMENT (ALTERNATE V) (APR 1984)</b>

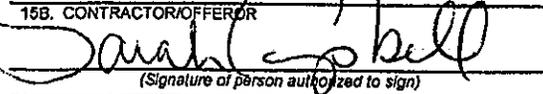
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to extend the period of performance, and revise the Statement of Work, the order value (Block 17 of the OF347), the estimated funded through date. Accordingly, the task order terms and conditions are revised as follows:

(CONTINUED)

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>SARAH CAMPBELL SENIOR CONTRACTS MANAGER</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>DARLA J. CLIFTON CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>10/30/06</b>	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>10/30/06</b>
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 Computer Generated	
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

1. The Period of Performance End Date (Block 15 of the OF347) is extended to: November 30, 2006.
2. The Statement of Work is replaced with the version attached (Attachment 1). Changes include:
  - a. Contractual References (Paragraph 2) has been incorporated (with renumbering of all remaining paragraphs).
  - b. Period of Performance/Schedule (currently Paragraph 8 due to renumbering) has been modified and includes revised milestone dates.
  - c. NASA Task Monitor (previously Paragraph 8) has been revised and the paragraph title has changed to: NASA Task Management (currently Paragraph 9 due to renumbering).

3. The order value amounts listed in Paragraph 17 of the OF347 are revised as follows:

17f: Estimated Cost: [REDACTED]  
 Fixed Fee: \$ [REDACTED]  
 Total Cost Plus Fixed Fee: \$300,000 (decrease of \$169,009)

17i: Grand Total: \$300,000 (decrease of \$169,009)

4. In accordance with Paragraph B.4, of the Basic Contract (NNL05AA01B), FAR 52.232-22 applies at the Task Order level. In accordance with this clause, NFS 1852.232-81 as previously incorporated in NNL05AC65T is revised to read:

“CONTRACT FUNDING, (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Task Order is [REDACTED]. This allotment is for **NNL05AC65T** and covers the following estimated period of performance: Date of award through **November 30, 2006**.

(b) An additional amount of [REDACTED] is obligated under this Task Order for payment of fee.

(End of Clause)”

5. All other terms and conditions remain unchanged.

**SUMMARY OF TASK ORDER VALUE / FUNDING**

TASK ORDER DOCUMENT	TASK VALUE SUMMARY			TASK FUNDING SUMMARY		
	ESTIMATED COST	FIXED FEE	TOTAL CPFF	ESTIMATED COST	FIXED FEE	TOTAL CPFF
BASIC	[REDACTED]	[REDACTED]	\$469,009	[REDACTED]	[REDACTED]	\$300,000
MOD 1	[REDACTED]	[REDACTED]	\$300,000	[REDACTED]	[REDACTED]	\$300,000

NOTE: Period of performance for this task order is August 5, 2005 through November 30, 2006.

**Contract NNL05AA01B**  
**Task Order Statement of Work**

1. **Task Order Title:** RPS Development Programmatic EIS

2. **Contractual References:**

2.1 **Statement of Work Reference:** This requirement is pursuant to contract NNL05AA01B, between NASA Langley Research Center and [REDACTED]. Refer to Paragraph 4.0, *Assessments*, of the basic contract Statement of Work.

2.2 **Potential for Conflict of Interest Reference:** In support of this task order, the contractor:

- may have access to proprietary information and various other types of non-public data. (Potential OCI type: Unequal Access to Information.)

As described in NASA FAR Supplement (NFS) 1852.209-71 (Clause H.11, Limitation of Future Contracting, contained in contract NNL05AA01B), this work may give rise to a potential conflict of interest. Therefore, the contractor shall comply with Clause H.17, Access to Sensitive Information (NFS 1852.237-72); Exhibit D, Organizational Conflict of Interest Avoidance Plan, contained in contract NNL05AA01B, and the task-specific Organizational Conflict of Interest (OCI) Plan incorporated as Attachment 2 to this modification.

3. **Purpose, Objective, and Background of Work to be Performed:**

3.1 Provide assessment expertise in the preparation of NASA's Programmatic Environmental Impact Statement (EIS) for radioisotope power system (RPS) technologies being developed in the Science Mission Directorate for future science missions. The PEIS will be compliant with Council on Environmental Quality (CEQ) Regulations, NASA's National Environmental Policy Act (NEPA) policy and implementing procedures (14 CFR 1216.1 and 1216.3), and NASA's pending guidance for the preparation of NEPA documents (NASA Procedures and Guidelines 8580.1).

3.2 [REDACTED] has been providing support in the preparation of the PEIS documentation for the RPS program under Task Order Number 78. This activity is expected to continue beyond the current task order end date. This task represents the continuation of PEIS preparation and related activities through the issuance of a Final PEIS, rendering of a Record of Decision (ROD) and potential litigation. [REDACTED] shall serve as an integral member of the NASA RPS NEPA Team with responsibility for critical technical NEPA compliance review of all inputs prepared by the Team for the RPS PEIS, and shall integrate those inputs, including inputs prepared by [REDACTED] into the RPS PEIS. The NASA RPS NEPA Team consists of NASA (Science Mission Directorate, HQ Environmental Management Division, Office of General Counsel), [REDACTED] the Jet Propulsion Laboratory, and the U.S. Department of Energy and its risk assessment contractors.

4. **Description of the Work to be Performed:** The Contractor shall perform the following task requirements:
- 4.1 [REDACTED] shall prepare the Draft PEIS NASA Management Concurrence review version, based upon the NASA NEPA team review of the Team Review version of the Draft PEIS (generated and delivered under contract NAS1-00095). [REDACTED] shall update the NASA Management Concurrence based on comments received from NASA-HQ, draft a Notice of Availability (NOA) for the Draft PEIS for NASA publication in the Federal Register, and deliver the completed document in suitable formats to NASA for printing and distribution to the public and for posting on a NASA web site. [REDACTED] shall compile a Master Mailing List and assist NASA in distribution of printed copies of the Draft PEIS to recipients on the Master Mailing List.
  - 4.2 [REDACTED] shall review all comments received during the Draft PEIS public review period, ensure that appropriate responses are prepared, compile comments and responses in the required appendix to the NEPA document and revise the text of the document as needed as a Preliminary Final PEIS.
  - 4.3 [REDACTED] shall transmit the Preliminary Final PEIS to the RPS NEPA Team for review, and collect and resolve Team comments. [REDACTED] shall revise the Preliminary Final PEIS Team review version, based upon comments received from NEPA team members, and prepare a NASA Management Concurrence review version.
  - 4.4 [REDACTED] shall resolve draft Final PEIS Concurrence Review comments, revise the document accordingly, prepare a draft Notice of Availability for the Final EIS for NASA publication in the Federal Register, and deliver the completed document in suitable formats to NASA as the Final RPS PEIS for printing and distribution to the public and for posting on a NASA web site. [REDACTED] shall compile a Master Mailing List and assist NASA in distribution of printed copies of the Final PEIS to recipients on the Master Mailing List.
  - 4.5 [REDACTED] shall prepare technical summaries of the Final PEIS and shall transmit to NASA text for incorporation into a Draft ROD for review by NASA. [REDACTED] shall revise the Draft ROD as directed by NASA and shall transmit the Final ROD document to NASA. [REDACTED] shall organize the administrative record for the NEPA process preparing a listing of documents and studies contained in the administrative record. [REDACTED] shall also prepare technical summaries as required to respond to post-ROD inquiries regarding the EIS and the NEPA process.
  - 4.6 [REDACTED] shall assist in the initial planning of activities associated with responding to potential litigation brought regarding NEPA compliance for RPS development effort.
  - 4.7 [REDACTED] shall prepare a report which will describe lessons learned during the RPS NEPA campaign and recommend future actions which would enhance effectiveness of the NASA NEPA compliance process.

5. **Deliverables:**

- 5.1 Draft PEIS for concurrence by NASA management
- 5.2 Draft PEIS Notice of Availability (NOA)
- 5.3 Preliminary Final PEIS for Team Review
- 5.4 Final PEIS for NASA concurrence
- 5.5 Final PEIS for public distribution
- 5.6 Draft Record of Decision with technical summaries of the PEIS

- 5.7 Administrative Record Inventory
- 5.8 Lessons Learned White Paper
- 6. **Government Furnished Items:** Computer work station and access to NASA IT infrastructure.
- 7. **Other Information Needed for Task Performance:** None
- 8. **Period of Performance/Schedule:** The period of performance for this task order shall be August 5, 2005 through November 30, 2006. Interim event dates may change based on direction of the Task Monitor. Changes to the completion date must be approved by the Contracting Officer.

	<b>Milestones</b>	<b>Dates</b>
1	Start Date	[REDACTED]
2	Deliver Draft PEIS for NASA concurrence	[REDACTED]
3	Deliver Draft PEIS Notice of Availability (NOA) for NASA publication	[REDACTED]
4	Deliver Preliminary Final EIS for team review	[REDACTED]
5	Deliver Final PEIS for NASA concurrence	[REDACTED]
6	Deliver Final PEIS for public distribution	[REDACTED]
7	Deliver Draft Record of Decision	[REDACTED]
8	Deliver Administrative Record of Inventory	[REDACTED]
9	Completion of task with delivery of Lessons Learned White Paper	[REDACTED]

9. **NASA Task Management:**

Task Monitor (TM)

TM: Ajay Misra  
 Organization: Science Mission Directorate, 3K39-A  
 Phone Number: (202)358-5163 / Fax Number: (202)358-3097  
 E-Mail Address: [Ajay.Misra-1@nasa.gov](mailto:Ajay.Misra-1@nasa.gov)

Contracting Officer's Technical Representative (COTR)

COTR: Jennings B. Cherry  
 Mail Stop (M/S): Science Support Office - 160  
 Phone Number: (757) 864-2465 / Fax Number: (757) 864-8894  
 E-Mail Address: [Jennings.B.Cherry@nasa.gov](mailto:Jennings.B.Cherry@nasa.gov)

Contracting Officer (CO)

CO: Darla J. Clifton  
 Mail Stop (M/S): Office of Procurement - 126  
 Phone Number: (757) 864-5717 / Fax Number: (757) 864-7709  
 E-Mail Address: [Darla.J.Clifton@nasa.gov](mailto:Darla.J.Clifton@nasa.gov)

Task Order Specific OCI Avoidance Plan  
For  
Task Order 9 – RPS Development Programmatic EIS



**RPS DEVELOPMENT PROGRAMMATIC EIS  
NON-DISCLOSURE and CONFLICT OF INTEREST  
AGREEMENT**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Employer/Affiliation/Institution

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Department/Division/Group/Section

\_\_\_\_\_  
Email

\_\_\_\_\_  
Physical Address (Please, no P.O. Boxes

\_\_\_\_\_  
Address City, State, Zip (5+4) or Country Code

In preparing the RPS Development Programmatic EIS for NASA, the undersigned may have access to or be furnished with information that contains unpublished research results, unpublished research ideas, and/or proprietary plans, information, and budgetary data. All NASA supervisory and management personnel and reviewers, and all non-NASA participants, are bound by Federal regulations to maintain the confidentiality of such information and to avoid conflicts of interest in the review process. (Note that Federal law prohibits Federal employees from making unauthorized disclosure of confidential information (18 U.S.C. 1905)). Therefore, with respect to any proposals or third party proprietary information that may be furnished to or discussed in the presence of the undersigned, or that the undersigned may have access to or learns about, the undersigned agrees:

- 1) to use such data and information only for the purpose of carrying out the requested RPS Development Programmatic EIS preparation;
- 2) to refrain from disclosing or discussing such data and information with non-NASA support personnel, or NASA personnel outside the RPS Development Programmatic EIS NEPA team;
- 3) to refrain from copying in part or all of any proposals or third party proprietary information that may be provided beyond that which is necessary for preparation of the RPS Development Programmatic EIS;
- 4) to return to NASA all materials that may be provided along with all forms that have been generated in the course of the RPS Development Programmatic EIS preparation process, or to make other disposition of such materials as directed by NASA;
- 5) to advise NASA of the disclosure of any information obtained from NASA that is disclosed, used, or handled in a manner inconsistent with this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. <b>2</b>	3. EFFECTIVE DATE See Block 16c below
4. REQUISITION/PURCHASE REQ. NO. See Block 12 below	5. PROJECT NO. (if applicable)

6. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199</b>	7. ADMINISTERED BY (if other than item 6)
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code):  <b>SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DRIVE SAN DIEGO, CA 92121 ATTN: [REDACTED]</b>	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNL05AA01B / NNL05AC65T</b>
		10B. DATED (SEE ITEM 13) <b>August 5, 2005</b>

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

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers:  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

PR: N/A

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

X FAR 52.243-2, CHANGES - COST REIMBURSEMENT (ALTERNATE V) (APR 1984)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to extend the period of performance, and revise the Statement of Work and the estimated funded through date. Accordingly, the task order terms and conditions are revised as follows:

(CONTINUED)

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>SARAH CAMPBELL SENIOR CONTRACTS MANAGER</b>	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>DARLA J. CLIFTON CONTRACTING OFFICER</b>
15B. CONTRACTOR/OFFICER <i>Sarah Campbell</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>Nov 30, 2006</b>
15C. DATE SIGNED <b>Nov 30, 2006</b>	15B. UNITED STATES OF AMERICA BY <i>Darla Clifton</i> (Signature of Contracting Officer)
15C. DATE SIGNED <b>Nov 30, 2006</b>	

1. The Period of Performance End Date (Block 15 of the OF347) is extended to: February 28, 2007.
2. The Statement of Work is replaced with the version attached (Attachment 1). Changes include:
  - a. Paragraph 8, Period of Performance/Schedule has been modified to include revised milestone dates.
3. In accordance with Paragraph B.4, of the Basic Contract (NNL05AA01B), FAR 52.232-22 applies at the Task Order level. In accordance with this clause, NFS 1852.232-81 as previously incorporated in NNL05AC65T is revised to read:

“CONTRACT FUNDING, (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Task Order is [REDACTED]. This allotment is for **NNL05AC65T** and covers the following estimated period of performance: Date of award through **February 28, 2007**.

(b) An additional amount of [REDACTED] is obligated under this Task Order for payment of fee.

(End of Clause)”

4. All other terms and conditions remain unchanged.

**SUMMARY OF TASK ORDER VALUE / FUNDING**

TASK ORDER DOCUMENT	TASK VALUE SUMMARY			TASK FUNDING SUMMARY		
	ESTIMATED COST	FIXED FEE	TOTAL CPFF	ESTIMATED COST	FIXED FEE	TOTAL CPFF
BASIC	[REDACTED]	[REDACTED]	\$469,009	[REDACTED]	[REDACTED]	\$300,000
MOD 1	[REDACTED]	[REDACTED]	\$300,000	[REDACTED]	[REDACTED]	\$300,000
MOD 2	[REDACTED]	[REDACTED]	\$300,000	[REDACTED]	[REDACTED]	\$300,000

NOTE: Period of performance for this task order is August 5, 2005 through February 28, 2007.

**Contract NNL05AA01B**  
**Task Order Statement of Work**

1. **Task Order Title:** RPS Development Programmatic EIS

2. **Contractual References:**

2.1 **Statement of Work Reference:** This requirement is pursuant to contract NNL05AA01B, between NASA Langley Research Center and [REDACTED]. Refer to Paragraph 4.0, *Assessments*, of the basic contract Statement of Work.

2.2 **Potential for Conflict of Interest Reference:** In support of this task order, the contractor:

- may have access to proprietary information and various other types of non-public data. (Potential OCI type: Unequal Access to Information.)

As described in NASA FAR Supplement (NFS) 1852.209-71 (Clause H.11, Limitation of Future Contracting, contained in contract NNL05AA01B), this work may give rise to a potential conflict of interest. Therefore, the contractor shall comply with Clause H.17, Access to Sensitive Information (NFS 1852.237-72); Exhibit D, Organizational Conflict of Interest Avoidance Plan, contained in contract NNL05AA01B, and the task-specific Organizational Conflict of Interest (OCI) Plan incorporated as Attachment 2 to Modification 1.

3. **Purpose, Objective, and Background of Work to be Performed:**

3.1 Provide assessment expertise in the preparation of NASA's Programmatic Environmental Impact Statement (EIS) for radioisotope power system (RPS) technologies being developed in the Science Mission Directorate for future science missions. The PEIS will be compliant with Council on Environmental Quality (CEQ) Regulations, NASA's National Environmental Policy Act (NEPA) policy and implementing procedures (14 CFR 1216.1 and 1216.3), and NASA's pending guidance for the preparation of NEPA documents (NASA Procedures and Guidelines 8580.1).

3.2 [REDACTED] has been providing support in the preparation of the PEIS documentation for the RPS program under Task Order Number 78. This activity is expected to continue beyond the current task order end date. This task represents the continuation of PEIS preparation and related activities through the issuance of a Final PEIS, rendering of a Record of Decision (ROD) and potential litigation. [REDACTED] shall serve as an integral member of the NASA RPS NEPA Team with responsibility for critical technical NEPA compliance review of all inputs prepared by the Team for the RPS PEIS, and shall integrate those inputs, including inputs prepared by [REDACTED] into the RPS PEIS. The NASA RPS NEPA Team consists of NASA (Science Mission Directorate, HQ Environmental Management Division, Office of General Counsel), [REDACTED] the Jet Propulsion Laboratory, and the U.S. Department of Energy and its risk assessment contractors.

4. **Description of the Work to be Performed:** The Contractor shall perform the following task requirements:
- 4.1 [REDACTED] shall prepare the Draft PEIS NASA Management Concurrence review version, based upon the NASA NEPA team review of the Team Review version of the Draft PEIS (generated and delivered under contract NAS1-00095). [REDACTED] shall update the NASA Management Concurrence based on comments received from NASA-HQ, draft a Notice of Availability (NOA) for the Draft PEIS for NASA publication in the Federal Register, and deliver the completed document in suitable formats to NASA for printing and distribution to the public and for posting on a NASA web site. [REDACTED] shall compile a Master Mailing List and assist NASA in distribution of printed copies of the Draft PEIS to recipients on the Master Mailing List.
  - 4.2 [REDACTED] shall review all comments received during the Draft PEIS public review period, ensure that appropriate responses are prepared, compile comments and responses in the required appendix to the NEPA document and revise the text of the document as needed as a Preliminary Final PEIS.
  - 4.3 [REDACTED] shall transmit the Preliminary Final PEIS to the RPS NEPA Team for review, and collect and resolve Team comments. [REDACTED] shall revise the Preliminary Final PEIS Team review version, based upon comments received from NEPA team members, and prepare a NASA Management Concurrence review version.
  - 4.4 [REDACTED] shall resolve draft Final PEIS Concurrence Review comments, revise the document accordingly, prepare a draft Notice of Availability for the Final EIS for NASA publication in the Federal Register, and deliver the completed document in suitable formats to NASA as the Final RPS PEIS for printing and distribution to the public and for posting on a NASA web site. [REDACTED] shall compile a Master Mailing List and assist NASA in distribution of printed copies of the Final PEIS to recipients on the Master Mailing List.
  - 4.5 [REDACTED] shall prepare technical summaries of the Final PEIS and shall transmit to NASA text for incorporation into a Draft ROD for review by NASA. [REDACTED] shall revise the Draft ROD as directed by NASA and shall transmit the Final ROD document to NASA. [REDACTED] shall organize the administrative record for the NEPA process preparing a listing of documents and studies contained in the administrative record. [REDACTED] shall also prepare technical summaries as required to respond to post-ROD inquiries regarding the EIS and the NEPA process.
  - 4.6 [REDACTED] shall assist in the initial planning of activities associated with responding to potential litigation brought regarding NEPA compliance for RPS development effort.
  - 4.7 [REDACTED] shall prepare a report which will describe lessons learned during the RPS NEPA campaign and recommend future actions which would enhance effectiveness of the NASA NEPA compliance process.
5. **Deliverables:**
- 5.1 Draft PEIS for concurrence by NASA management
  - 5.2 Draft PEIS Notice of Availability (NOA)
  - 5.3 Preliminary Final PEIS for Team Review
  - 5.4 Final PEIS for NASA concurrence
  - 5.5 Final PEIS for public distribution
  - 5.6 Draft Record of Decision with technical summaries of the PEIS

5.7 Administrative Record Inventory

5.8 Lessons Learned White Paper

6. **Government Furnished Items:** Computer work station and access to NASA IT infrastructure.

7. **Other Information Needed for Task Performance:** None

8. **Period of Performance/Schedule:** The period of performance for this task order shall be August 5, 2005 through February 28, 2007. Interim event dates may change based on direction of the Task Monitor. Changes to the completion date must be approved by the Contracting Officer.

	<b>Milestones</b>	<b>Dates</b>
1	Start Date	[REDACTED]
2	Deliver Draft PEIS for NASA concurrence	[REDACTED]
3	Deliver Draft PEIS Notice of Availability (NOA) for NASA publication	[REDACTED]
4	Deliver Preliminary Final EIS for team review	[REDACTED]
5	Deliver Final PEIS for NASA concurrence	[REDACTED]
6	Deliver Final PEIS for public distribution	[REDACTED]
7	Deliver Draft Record of Decision	[REDACTED]
8	Deliver Administrative Record of Inventory	[REDACTED]
9	Completion of task with delivery of Lessons Learned White Paper	[REDACTED]

9. **NASA Task Management:**

Task Monitor (TM)

TM: Alan Harmon

Organization: Science Mission Directorate, 3K39-A

Phone Number: (202)358-5163 / Fax Number: (202)358-3097

E-Mail Address: -- will be provided at a later date --

Contracting Officer's Technical Representative (COTR)

COTR: Jennings B. Cherry

Mail Stop (M/S): Science Support Office - 160

Phone Number: (757) 864-2465 / Fax Number: (757) 864-8894

E-Mail Address: [Jennings.B.Cherry@nasa.gov](mailto:Jennings.B.Cherry@nasa.gov)

Contracting Officer (CO)

CO: Darla J. Clifton

Mail Stop (M/S): Office of Procurement - 126

Phone Number: (757) 864-5717 / Fax Number: (757) 864-7709

E-Mail Address: [Darla.J.Clifton@nasa.gov](mailto:Darla.J.Clifton@nasa.gov)