

Applied Physics Laboratory

11100 Johns Hopkins Road
Laurel MD 20723-6099
240-228-5000 / Washington
443-778-5000 / Baltimore

Please refer to:
AD-24795

Southwest Research Institute
6220 Culebra Road
P.O. Drawer 28510
San Antonio, TX 78228-0510

Attention: Ms. Michelle A. Mullin, CPCM

Subject: Proposal entitled "Investigation of energetic neutral atom images from the NPI/NPD instruments of ASPERA-4 on Venus Express"

Reference: (a) Southwest Research Institute Request for Proposal (RFP)
No. 03-15-057 dated 14 April 2003
(b) Proposal to European Space Agency "ASPERA-4"

Enclosure: (1) JHU/APL Statement of Work
(2) ASPERA-4 on Venus Express Cost Summary
(3) Representations and Certifications

Dear Ms. Mullin:

In response to Reference (a), The Johns Hopkins University Applied Physics Laboratory (JHU/APL) is pleased to submit its Firm Fixed Price (FFP) proposal for its participation in the Venus Express/ASPERA-4 Program. As requested the proposed price for Part I (nominal mission: August 2004 - November 2008) is \$461,353 and for Part II (extended mission: December 2008 - November 2010) is \$171,748. Please note that this proposal is subject to the negotiation of mutually agreeable terms and conditions.

The objective of this research is to extract scientific information from the ENA images obtained by the ASPERA-4 NPI/NPD instruments concerning the interaction of the solar wind with the neutral atmosphere of Venus. The general approach will follow that outlined in the ASPERA-4 Proposal. The scientific work will be carried out by JHU/APL Principal Professional Staff member Dr. Edmond C. Roelof and Senior Professional Staff member Dr. Pontus C:son Brandt, both designated as ASPERA-4 Theory Co-Investigators in the Venus Express proposal selected by the European Space Agency.

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The schedule of yearly scientific presentations and publications, as identified within JHU/APL's Statement of Work (SOW), is contingent upon nominal performance of the NPI/NPD instruments and their data reduction systems. If actual performance is less than nominal, there will be a corresponding slippage in the schedule of deliverables. JHU/APL shall retain the right to an equitable adjustment, as necessary, if this situation should occur.

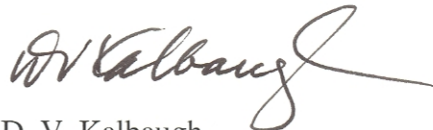
This proposal includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a grant is awarded to JHU/APL as a result of, or in connection with, the submission of these data, the government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting grant. This restriction does not limit the government's right to use information contained in these data if it is obtained from another source without restriction.

Any questions regarding the scientific portion of this proposal should be directed to the Principal Investigators, Dr. Edmond C. Roelof, at 240-228-5411, or, Dr. Pontus C:son Brandt, at 240-228-3837. Please contact Mr. E. Dale Wilder at 240-228-6505 for contractual issues.

Yours truly,



S. M. Krimigis
Head, Space Department



D. V. Kalbaugh
Assistant Director, Programs


DVK/SMK/CIM/RWM

Internal Distribution:

P. C:son Brandt

T. B. Coughlin

D. V. Kalbaugh

S. M. Krimigis

E. D. Wilder

E. C. Roelof

B. A. Wilson

SDO files

SRP files

Archives

Statement of Work

Investigation of Energetic Neutral Atom Images from the NPI/NPD
Instruments of ASPERA-4 on Venus Express

Venus Express is scheduled for launch in November 2005. The spacecraft will be inserted into Venus orbit about six months later. The work described will be carried out between August 2004 and November 2008.

The Johns Hopkins University Applied Physics Laboratory (JHU/APL) participation in the ASPERA-4 experiment includes theoretical support, data analysis, and development of techniques for image deconvolution and interpretation. The Energetic Neutral Atom (ENA) images will be obtained by the Neutral Particle Imager (NPI) and the Neutral Particle Detector (NPD) of the ASPERA-4 experiment. JHU/APL scientists will collaborate on this task closely and directly with scientists at IRF (The Swedish Institute of Space Physics, Kiruna), the PI institution. Consequently, travel to IRF is required, as well as travel to report scientific results at international meetings.

The research goal is to extract scientific information from the ENA images concerning the interaction of the solar wind with the neutral atmosphere of Venus. The general approach will follow that outlined in the ASPERA-4 proposal selected for flight by the European Space Agency. In summary, existing mathematical models for the flow of the solar wind by Venus and the density and composition of the atmosphere of Venus will be incorporated into computer simulations of the emission of ENAs. Estimates of the response of the instruments will guide the modifications and improvements in the mathematical models, thus deriving the desired scientific information describing the Venus/solar wind interaction. It is expected that the PI's planned involvement in interpreting the ENA images from the NASA IMAGE mission and upcoming TWINS mission (first launch spring/summer 2003) will contribute to the development of the techniques that will be applied to the NPI/NPD scientific analysis.

Deliverables will be (a) annual technical reports; (b) scientific presentations; and (c) scientific publications.

(a) In November of each contract year, a technical report will be submitted to SwRI by JHU/APL. It will summarize scientific progress to date, list all scientific presentations within the year, and list all scientific articles submitted for publication or published within the year.

(b) During each contract year, at least one scientific presentation on the research activities of that year will be reported at an international scientific meeting with a JHU/APL author and/or co-author.

(c) During each contract year, at least one scientific article involving a JHU/APL author and/or co-author will be submitted to a scientific journal of conference proceedings.

This schedule of scientific presentations and publications is contingent upon nominal performance of the NPI/NPD instruments and their data reduction systems. If said performance is less than nominal, there will be a corresponding slippage in the schedule of the scientific presentations and publications.

All deliverables required hereunder shall be deemed complete and accepted by SwRI upon delivery. The content and format of all deliverables shall be as determined by JHU/APL.

**ASPERA-4 ON VENUS EXPRESS
COST SUMMARY
(Real Year Costs)**

Mission Phase	FY2004	FY2005	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	Sum
PART I	12,926	69,682	90,493	130,329	136,402	21,521	-	-	461,353
PART II	-	-	-	-	-	71,781	87,176	12,791	171,748
FY Totals	12,926	69,682	90,493	130,329	136,402	93,302	87,176	12,791	633,101

SOUTHWEST RESEARCH INSTITUTE
CERTIFICATION REGARDING AUDIT ACCESS

SUBJECT: SUBCONTRACTOR NAME: The Johns Hopkins University
Applied Physics Laboratory
SUBCONTRACT NUMBER: _____

I. AUDIT ACCESS

_____ Access to financial records for audit purposes is granted to SwRI.

Access to financial records for audit purposes is limited to the Government only since our cost information is considered to be proprietary. The name and address of our cognizant audit agency is as follows:

II. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR A-133

_____ Subject organization is a non-profit organization subject to OMB A-133 and shall therefore comply with the audit and reporting requirements therein, including permitting SwRI access to financial records.

_____ Subject organization is NOT subject to OMB A-133 because:

_____ Subject organization is a for-profit organization

_____ Other (explain): _____

SIGNED: T. Dale Winder

TITLE: Sr. Contracts Administrator

ORGANIZATION: JHU/APL

DATE: 4/30/03

**Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
(FAR 52.209-5) (Dec 2001)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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 Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

CERTIFICATION:

By signing below, the offeror certifies that this representation and certification is accurate, current and complete.

NAME OF OFFEROR: Johns Hopkins University Applied physics Laboratory

BY: Dale Wilder
(Signature of person authorized to sign)

NAME/TITLE OF SIGNER: Dale Wilder, Sr. Contracts Representative

DATE: 4/30/03



CERTIFICATES OF COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS, AND
AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
AMERICANS WITH DISABILITIES ACT OF 1990

The supplier agrees that during the period of one year following the date hereunder, he will comply with all applicable provisions of Executive Order 11246 and 11375, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973, as implemented by the Code of Federal Regulations, title 41; the Americans with Disabilities Act of 1990; Public Contracts and Property Management, particularly Chapter 60: The Office of Federal Contract Compliance Equal Employment Opportunity, and all amendments thereto; and furthermore agrees that the following sections of Chapter 60 will become a part of every contract agreement and/or purchase order between the supplier and Southwest Research Institute which exceeds or will exceed in any year \$2,500 for the Rehabilitation Act of 1973 requirements and \$10,000 for the Equal Opportunity and Vietnam Era Veterans Readjustment Assistance Act of 1974 requirements.

A. Section 1.4 - Equal Opportunity Clause as follows:

- (1) The supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the buyer setting forth the provisions of this equal opportunity.
- (2) The supplier will, in all solicitations or advertisements for employees placed by or on behalf of the supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (3) The supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the buyer advising the labor union or workers' representative of the supplier's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the buyer and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the supplier's noncompliance with the equal opportunity clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The supplier will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The supplier will take such action with respect to any subcontract or purchase order as the buyer may direct as a means of enforcing such provisions including sanctions for noncompliance. Provide however, that in the event the supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of such direction by the buyer, the supplier may request the United States to enter into such litigation to protect the interests of the United States.

B. Section 1.8 - Segregated Facilities as follows:

(1) the supplier certifies to Southwest Research Institute that all facilities under his control and provided for his employees are provided in such a manner that segregation on the basis of race, religion, color, sex, or national origin cannot result, and further that the supplier will not assign or permit his employees to be assigned to perform their services at any location under his control where facilities are segregated. The supplier may neither require nor permit segregation by habit, local custom, or otherwise, whether in writing or orally declared, in any facilities under his control.

(2) The supplier further agrees to furnish to Southwest Research Institute if requested, copies of certification to the provisions of these cited Rules and Regulations that the supplier has required of any and all of his vendors or suppliers or building contractors as may apply for all materials, supplies and/or services including inventory or construction pertinent to the fulfillment of this contract, agreement, or purchase order.

C. Section 250.4 -Affirmative Action for Special Disabled and Vietnam Era Veterans clause as follows:

(a) ~~The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.~~

(b) The contractor agrees that all suitable employment openings for the contractor which exist at the time of the execution of his contract and those which occur during the performance of the contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38, U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the report submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job opening, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employer service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within this organization or to fill pursuant to a customary and traditional employer-union hiring arrangement.

This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive; administrative; and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means that local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director of the Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for noncompliance.

D Section 741.4 -Affirmative Action for Handicapped Workers as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agree to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensator and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director of the Office of Federal Contract Compliance Programs, provided by or through

the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicant and employees.

(c) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to an subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

In addition, if the value of the contract, agreement and/or purchase order exceeds \$50,000 and the supplier has more than 50 employees, the supplier:

(a) agrees to file on or before March 31 each year, or within 30 days of accepting this order if not presently filed, complete and accurate reports on Standard Form 100 (EEO-1);

(b) affirms that he has developed and is maintaining current an affirmative action program to identify, correct and improve any and all problem areas inherent in employment and evaluation of opportunities for utilization of minority group personnel that if such program has not been established that it will be within 120 days of receipt of this contract, agreement and/or purchase order and that the program established will include each establishment under control of the supplier.

Johns Hopkins University Applied Physics Laboratory
COMPANY

11100 Johns Hopkins Rd Laurel, MD 20723
ADDRESS

Dan Wilde
SIGNATURE

Sr. Contracts Administrator
TITLE

4/30/03
DATE

SOUTHWEST RESEARCH INSTITUTE
CERTIFICATION REGARDING GOVERNMENT PROPERTY SYSTEM

SUBJECT: SUBCONTRACTOR: Johns Hopkins University
Applied Physics Laboratory
SUBCONTRACT NUMBER: _____

In accordance with FAR Part 45, "Government property," refers to all property owned by or leased to the Government AND/OR acquired by the Government under the terms of this Government subcontract. Government property includes BOTH Government-furnished property and contractor-acquired property. As it is anticipated by SwRI that Government property may be included in this subcontract, I certify to the following:

____ Our Government Property System has been approved by the Government (refer to approval letter, attached).

____ Our Government Property System is NOT approved by the Government. A description of our system is attached.

____ Other (explain): _____

N/A - there is no Government property associated with this subcontract because:

Subcontract is for services only; no materials or equipment will be purchased.

____ Purchased items will be consumed during performance of subcontract.

____ Other (Explain): _____

SIGNED: Dale Wilder
NAME: Dale Wilder
TITLE: Sr. Contract Administrator
COMPANY: Johns Hopkins University Applied Physics Laboratory
DATE: 4/30/03

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**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS (Apr 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

CERTIFICATION:

By signing below, the offeror certifies that this representation and certification is accurate, current and complete.

NAME OF OFFEROR: Johns Hopkins University
Applied Physics Laboratory

BY: Dale Wilder

(Signature of Person Authorized to Sign)

NAME/TITLE OF SIGNER: Dale Wilder, Sr. Contract Administrator

DATE: 4/30/03