folder: NNG10AZ07C

file: NNG10AZ07C Programmatic and Institutional Learning Services Basic

SCAN

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
4200329502	1	26

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
NNG10AZ07C	03/01/2010		NNG09250684R	07/24/2009

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	Leslie Brooks	301-286-9896	ET

9. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR ☒ SET ASIDE: % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
NAICS: 561920 ☐ HUBZONE SMALL BUSINESS ☐ SOLE SOURCE
SIZE STANDARD: $6.5 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	NT30	☐		☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE GSFC

NASA/Goddard Space Flight Center
8800 Greenbelt Road
Greenbelt MD 20771

16. ADMINISTERED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

17a. CONTRACTOR/ OFFEROR CODE 50JB5 FACILITY CODE

ZANTECH IT SERVICES INC
1600 TYSONS BLVD STE 1150
MCLEAN VA 22102-4883

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE NSSC

NASA/Shared Services Center
Financial Management Division (FMD)
Accounts Payable
Bldg 1111, C Road
NSSC-AccountsPayable@nasa.gov
Stennis Space Center MS 39529-6000

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	INCO TERMS 1: FOB INCO TERMS 2: Destination				
001	Programmatic and Institutional Learning Services Contract Award Obligated Amount: $1,000.00				
	Firm Fixed Price (Maximum Ordering Value - $45,000,000.00)				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
B/NC: GJK, PPC: PF PR# 4200329502 - Obligate $1,000.00

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
See Clause 2.18

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☒ 29. AWARD OF CONTRACT REF. NNG09250684R OFFER DATED 07/31/2009. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Tracie M. Rustin

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Tracie M. Rustin	02/05/10

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

SECTION 1 -- CONTINUATION OF BLOCK 19 OF SF 1449

1.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated [Section 4.1, List of Attachments, Attachment A].

Deliverables	Schedule/Clause Ref.	Quantity	Recipient(s)
1. Services and Deliverables in Task Orders	As specified in Task Orders	As specified in Task Orders	As specified in Task Orders
2. Task Plans	As required/ 2.11 (1852.216-80)	2 copies	CO/COTR
3. Status Reports	Monthly	1 copy	COTR
4. Personal Identity Verification (PIV) Documentation	As required/ 2.17 (52.204-99) and Attachment B	1 copy	COTR/Security Division (Code 240)
5. IT Security Plan and Assessment Plans	30 days after contract award/ 2.8 (1852.204-76)	1 copy	CO
6. Organizational Conflicts of Interest Avoidance Plan	30 days after contract award/ 2.16 (1852.237-73)	1 copy	CO

(End of clause)

SECTION 2 – CONTRACT CLAUSES – CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAR 2009) AND ADDENDUM TO 52.212-4

2.1 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAR 2009)

2.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:
http://www.acqnet.gov/far/

NASA FAR Supplement (NFS) clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

2.3 CLAUSES INCORPORATED BY REFERENCE

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)

52.219-14 LIMITATIONS ON SUBCONTRACTING. (DEC 1996)

52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)

52.224-2 PRIVACY ACT. (APR 1984)

52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER. (MAY 1999)

52.242-13 BANKRUPTCY. (JUL 1995)

1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)

1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002) -- ALTERNATE I (FEB 2006)

(End of by Reference Section)

2.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date of this contract through a five (5) year period afterwards (the effective ordering period).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

2.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of $250,000.00;
(2) Any order for a combination of items in excess of $250,000.00; or
(3) A series of orders from the same ordering office within ninety (90) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

2.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **one (1) year from the end of the contract's effective ordering period**.

(End of clause)

2.7 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003) (DEVIATION)

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

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

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

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

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

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

(End of clause)

2.8 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2008) (DEVIATION)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and

be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in

accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts
(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or
(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

2.9 1852.215-84 OMBUDSMAN (OCT 2003) -- ALTERNATE I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Judith N. Bruner, Goddard Space Flight Center, Office of the Director, 301-286-7679 (phone), 301-286-1714 (fax), Judith.N.Bruner@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

2.10 1852.216-78 FIRM FIXED PRICE (DEC 1998)

The total firm fixed price of this contract is the total aggregate value of all task orders issued.

(End of clause)

2.11 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) -- ALTERNATE I (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within three (3) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.
(2) Contract number and order number.
(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
(4) Performance standards, and where appropriate, quality assurance standards.
(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
(7) Delivery/performance schedule including start and end dates.
(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

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

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

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

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

(1) Contract number, task order number, and date of the order.
(2) Task ceiling price.
(3) Cost and hours incurred to date for each issued task.
(4) Costs and hours estimated to complete each issued task.
(5) Significant issues/problems associated with a task.
(6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

2.12 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)

(a) Definitions.

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

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

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

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

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

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

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

(End of clause)

2.13 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

2.14 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NONE, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

2.15 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to –

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside

of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

2.16 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any

necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

2.17 CONTRACTOR PERSONNEL - IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 2008)

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment B, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment B for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer's Technical Representative (COTR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COTR or the Contracting Officer). The COTR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

(1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
(2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COTR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.
(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

2.18 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (FIXED PRICE) (GSFC 52.216-92) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is $1,000.00. The maximum amount of supplies or services that may be ordered during the effective period of this contract is $45,000,000.

(b) All orders placed under this contract will be applied to the minimum and maximum specified above.

(c) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 0% of the original maximum amount.

(End of clause)

2.19 SUPPLEMENTAL TASK ORDERING PROCEDURES (FIXED PRICE) (GSFC 52.216-93) (JUL 2006)

(a) When the Government issues a request for a "task plan" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor categories and loaded labor rates, which may be less than but shall not exceed the rates found in Attachment C, to calculate the proposed price for all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

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

(End of clause)

2.20 INVOICES - SUBMISSION OF (GSFC 52.232-95) (AUG 2008)

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the NASA Shared Services Center (NSSC), Financial Management Division (FMD) – Accounts Payable, Bldg 1111, C. Road, Stennis Space Center, MS 39529, Email: NSSC-AccountsPayable@nasa.gov. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

If the terms are F.O.B. plant with "plus transportation charges allowed", the invoice must be supported by a receipted freight bill, express receipt, or parcel post receipt, evidencing the correctness of the amount paid and claimed. If the amount is less than $100 per shipment and receipts are not available, the invoice will be accepted and payment made, provided it contains a certificate by the supplier, that transportation charges were in fact paid by the supplier, that receipts were not available, and lists the destination, weight, name of carrier, and the amount claimed. The availability of this certification is not a waiver of the requirements for receipted transportation bills, and is to be used only when receipts are not available. Bill of lading number and weight of shipment shall be shown for shipments made on Government bill of lading.

(End of clause)

2.21 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (APR 2008)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Authorized Item	Location	Representative
As specified in individual task orders	As specified in individual task orders	COTR

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 7th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

2.22 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Programmatic and Institutional Learning Services Statement of Work incorporated in Section 4 as Attachment A, and any IDIQ task orders issued.

(End of clause)

2.23 PERIOD OF PERFORMANCE/EFFECTIVE ORDERING PERIOD

The period of performance/effective ordering period shall be for five (5) years from the effective date of the contract. The period of performance of each task order shall be specified in each individual task order.

(End of text)

2.24 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer's Technical Representative (COTR) for this contract is Victor Kerns, Code 271, 301-286-3934.

(End of text)

2.25 ASSUMPTION OF CONTRACT COSTS INCURRED

It is anticipated that the Contractor will incur costs associated with the programmatic and institutional learning services requirement under this contract. The nature of programmatic and institutional learning services dictates that reservations are made well in advance of the event date. Therefore, the Contractor shall pay all costs in advance of payment by the Government that are incurred as a result of conducting the event.

(End of text)

SECTION 3 – CONTRACT TERMS AND CONDITIONS

3.1 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
[ ] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[ ] (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5)

[ ] (4) 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009) (Pub. L. 111-5)

[ ] (5) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

[ ] (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (7) [Removed]

[X] (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[ ] (ii) Alternate I (OCT 1995) of 52.219-6.
[ ] (iii) Alternate II (MAR 2004) of 52.219-6.

[ ] (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[ ] (ii) Alternate I (OCT 1995) of 52.219-7.
[ ] (iii) Alternate II (MAR 2004) of 52.219-7.

[X] (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

[ ] (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4).

[ ] (ii) Alternate I (OCT 2001) of 52.219-9.
[ ] (iii) Alternate II (OCT 2001) of 52.219-9.

[X] (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[ ] (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[ ] (ii) Alternate I (JUN 2003) of 52.219-23.

[ ] (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ] (16) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ] (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)(15 U.S.C. 657 f).

[X] (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

[X] (19) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[ ] (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

[X] (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[X] (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

[X] (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[X] (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

[X] (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[ ] (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ] (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[ ] (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[ ] (ii) Alternate I (DEC 2007) of 52.223-16.

[ ] (31) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[ ] (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (FEB 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

[ ] (ii) Alternate I (JAN 2004) of 52.225-3.
[ ] (iii) Alternate II (JAN 2004) of 52.225-3.

[ ] (33) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ] (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ] (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ] (39) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[X] (40) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[ ] (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[ ] (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[ ] (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[ ] (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[ ] (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

[ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[ ] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (41 U.S.C. 351, et seq.)

[ ] (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
[ ] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SECTION 4 -- CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

4.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Attachment	Description	Date	No. of Pages
A	Statement of Work	April 2009	4
B	Personal Identity Verification (PIV) Card Issuance Procedures	April 2009	4
C	Indefinite Delivery, Indefinite Quantity (IDIQ) Rates Matrix	July 2009	3
D	IT Security Plan	To be submitted 30 days after contract award	
E	Risk Assessment	To be submitted 30 days after contract award	
F	Organizational Conflicts of Interest Avoidance Plan	To be submitted 30 days after contract award	
G	FIPS 199 Assessment	To be submitted 30 days after contract award	

(End of Clause)

ATTACHMENT A

STATEMENT OF WORK

Statement of Work
Programmatic and Institutional Learning Services
April 2009

BACKGROUND

NASA Headquarters (HQ) and Goddard Space Flight Center (GSFC) sponsor and host numerous events throughout the year to disseminate administrative, scientific and technical information. They require logistical and coordination support to successfully conduct these events. These events may be held at various locations including local, national, and international sites. The events are attended by subject matter specialists from other agencies, state governments, private industry, research institutions and universities and colleges throughout the United States, with frequent participation by personnel from foreign countries. Events may include, but are not limited to, conferences, peer reviews, colloquia, symposia, workshops, tradeshows and various meeting formats.

A **conference** is a meeting of people that "confer" about a topic.

- An academic conference, in science and academia, is a formal event where researchers present results, workshops, and other activities.
- A business conference is organized to discuss business-related matters best affected there.

Peer review (also known as **refereeing**) is the process of subjecting an author's scholarly work, research or ideas to the scrutiny of others who are experts in the same field. Peer review requires a community of experts in a given (and often narrowly defined) field, who are qualified and able to perform impartial review. Impartial review, especially of work in less narrowly defined or inter-disciplinary fields, may be difficult to accomplish; and the significance (good or bad) of an idea may never be widely appreciated among its contemporaries.

In academia, a **colloquium** typically consists of a single lecture given by a member of the academic community about his or her work to colleagues who work in the same or an allied field. The audience is expected to ask questions and to evaluate the work presented. Colloquia provide scholars with the early stages of the development of new ideas.

Symposium refers to any academic conference, or a style of university class characterized by an open discussion rather than lecture and question–answer format.

Workshop, in education, is a brief intensive course, a seminar or a series of meetings emphasizing interaction and exchange of information among a usually small number of participants.

A **trade fair** (**trade show** or **expo**) is an exhibition organized so that companies in a specific industry can showcase and demonstrate their latest products, service, study activities of rivals and examine recent trends and opportunities. Some trade fairs are open to the public, while

others can only be attended by company representatives (members of the trade) and members of the press, therefore trade shows are classified as either "Public" or "Trade Only".
In a **meeting**, two or more people come together for the purpose of discussing a (usually) predetermined topic such as business or community event planning, often in a formal setting. In addition to coming together physically (in real life, face to face), communication lines and equipment can also be set up to have a discussion between people at different locations, e.g. a conference call or an e-meeting.

SCOPE

The Contractor shall provide the personnel, services, and all materials necessary to support firm fixed price task orders. The Contractor shall plan, arrange, coordinate, conduct, and close-out each task order. If applicable, an attendee's registration information will be created, developed, and maintained for each event. The Contractor shall provide services for planning of future events in which a task order has not been assigned or may not occur.

A customer is defined as the Government employee(s) initiating/requesting the services in support of their respective organization code.

APPLICABLE DOCUMENTS

The following NASA Policy Directives (NPDs), NASA Procedural Requirements (NPRs), and Section 508 Standards for Electronic and Information Technology (EIT) are applicable:

- NPD 9710.1T, Delegation of Authority-To Authorize or Approve Temporary Duty Travel on Official Business and Related Matters
- NPR 7150.2, NASA Software Engineering Requirements
- NPR 9130.1, NASA Financial Information Systems
- NPR 9620.1, Payroll
- Software Applications and Operating Systems (1194.21)
- Web-Based Intranet and Internet Information and Applications (1194.22)
- Video and Multimedia Products (1194.24)
- Self Contained, Closed Products (1194.25)

REQUIREMENTS AND DELIVERABLES

All HQ and GSFC programmatic and institutional learning work shall be preceded by an estimate for the requested support (both planned and approved) identified by task orders.

The customer shall provide the Contractor a completed Event Planning Worksheet (Enclosure A-1). If meals and refreshments are to be provided, the customer shall have final approval from The Office of Chief Counsel/General Counsel in accordance with the NASA Administrator

Memorandum dated November 16, 2005 (Enclosure A-2) prior to the submission of a task order plan.

The task order plan shall be broken down into sub-topics. At a minimum, the task order plan sub-topics shall include the following: Event Start and End Dates; Pre-Event Support; Site Facility Selection (indicate if site was competed or provide rationale for no competition); Travel Support, Logistics Support, Event Activities and Post-Event Activities.

Task order plan costs shall be broken down into the following categories: Total Direct Labor and Other Direct Costs (Contractor Travel, Material and Equipment, Miscellaneous Expenses, Participant Expenses, Event Expenses). Expenses include Food and Beverages, A/V Equipment, and Facilities; expenses over $1,500 shall be itemized.

The Contractor shall submit the task order package that includes the proposed task order plan, a firm fixed price, and a Purchase Request (PR) signed by the Customer, electronically or by fax, to the Technical Monitor and Contracting Officer's Technical Representative (COTR) for signature and concurrence, respectively. The Contractor shall not proceed with any activities until final approval is given by the Contracting Officer (CO).

Programmatic and Institutional Learning Services shall include, but are not limited to, the following:

- Coordinate with HQ and GSFC security if badges are required;
- Make reservations for lodging and meals in accordance with Federal Travel Regulations and the NASA Federal Travel Regulation Supplement;
- Process invitational travel orders through FedTraveler.com E-Gov Travel Service (ETS);
- Reimburse non-civil servant participants for honoraria, air fare, per diem, lodging, car rental, etc.;
- Coordinate site selection, room setup, audio visual equipment and operators, registration for meeting site managers *(Section 508 Standards for EIT compliance required)*;
- Create and maintain event and hosting databases and web pages *(Section 508 Standards for EIT compliance required)*;
- Develop name tags, signs, and event packets at customer request or with customer provided materials;
- Create and produce event proceedings and other event publications at customer request;
- Reproduce event materials;
- Plan and develop agendas, invitations to speakers, calls for papers, mailings;
- Provide expert advice on the best methods of carrying out a event;
- Provide meeting estimates, completing planning forms and work orders;
- Provide transportation to and from event-related activities;
- Conduct registration, photocopying, word processing, recording and transcription;
- Provide on-site meeting support at event location, overseeing meeting room arrangements, and troubleshooting;
- Preparing and distributing attendee lists; and
- Task order close out.

Note: Registration fees are not allowed.

Enclosures:
A-1, Event Planning Worksheet
A-2, NASA Administrator Memorandum, dated November 16, 2005

- End of SOW -

Event Planning Worksheet

The following worksheet is designed to assist you in the planning of your event. Please provide as much information as you can at this time, attaching additional pages, if needed. Please complete and provide to the event coordinator.

Event Title: _____
Date: _____

Location: _____
1st Preference: _____
2nd Preference: _____

Contact (must be Civil Servant): _____
E-mail: _____
Phone: _____ Fax: _____ Code: _____
Resources Analyst: _____
E-mail: _____
Phone: _____ Fax: _____ Code: _____

Number of Expected Participants:

NASA: _____
Foreign: _____
Other Government: _____
University: _____
Industry: _____
Support Contractors: _____
Honoraria: _____

TOTAL: _____

Travel Support: Provide the below travel support for the following participants.

Name: _____
Address: _____

	Yes	No
Airline:		
Per Diem (meals):		
Lodging:		
Ground Transportation:		
Rental Car:		

Additional Information: _____
_____

Facilities Requirements: Identify the number of general conference rooms and breakout rooms that are required to support this event:

_____

_____

Meeting Schedules:

Day 1
Registration: from _____ to _____
Reception: from _____ to _____

Day 2
Morning Session: from _____ to _____
Breakout Session: from _____ to _____
Afternoon Session: from _____ to _____

Day 3
Morning Session: from _____ to _____
Breakout Session: from _____ to _____
Afternoon Session: from _____ to _____

Day 4
Morning Session: from _____ to _____
Breakout Session: from _____ to _____
Afternoon Session: from _____ to _____

Day 5
Morning Session: from _____ to _____
Close-out: from _____ to _____
***Revise accordingly if additional days or needs are required.*

Audio Visual (AV) Equipment Requirements:

General/Afternoon Session(s): Indicate total number of AV equipment required per day.

	Day 1	Day 2	Day 3	Day 4	Day 5
Overhead Projector(s)					
Flip Chart(s)					
Podium(s)					
Microphone(s)					
Video Projector(s)					
LCD Panel(s)					
Laser Pointer(s)					
Slide Projector(s)					
TV w/ VCR/Monitor(s)					
A/V Technician on-site					

Breakout Session(s): Indicate total number of AV equipment required per breakout room, per day.

Total number of breakout rooms needed: _____

	Day 1	Day 2	Day 3	Day 4	Day 5
Overhead Projector(s)					
Flip Chart(s)					
Podium(s)					
Microphone(s)					
Video Projector(s)					
LCD Panel(s)					
Laser Pointer(s)					
Slide Projector(s)					
TV w/ VCR/Monitor(s)					
A/V Technician on-site					

***Revise accordingly if additional days or needs are required.*

Food and Beverage Requirements:

Catering Needs: (receptions, banquets or other functions)

	Preferred Location	Start Time	End Time	Type of Function
Day 1				
Day 2				
Day 3				
Day 4				
Day 5				

Coffee and refreshment breaks:

	Preferred Location	Start Time	End Time	Preferred Refreshments (e.g., coffee, juice, pastries, fruit, etc.)
Day 1				
Day 2				
Day 3				
Day 4				
Day 5				

***Revise accordingly if additional days or needs are required.*
****Indicate special food and beverage requirements.*

Legal Approval to use Appropriated Funds for Food and Beverages:

_____ The customer has obtained approval from the Office of Chief Counsel/General Counsel that appropriated funds may be used to cover food and beverage(s).

The following Programmatic and Institutional Learning Services are required:

____ Announce the event in the Federal Register Notice.
____ Block ___ sleeping rooms at the selected hotel for duration of event.
____ Mail logistics information to all registered attendees.
____ Provide name badges for all registered attendees.
____ Provide registration packets for all registered attendees.
____ Provide website for registration and logistic information.
____ Reproduce event materials.
____ Create and produce event proceedings, other publications.
____ Provide on-site support to registered attendees.
____ Provide for on-site copying capabilities.
____ Provide for on-site wireless modem capability.
____ Provide for an on-site fax machine.
____ Send attendees an electronic copy of the final attendees list, minutes and final presentations.

Additional Support Requirements:

_____

_____

Signature of Requester: _____ Date: _____

National Aeronautics and
Space Administration
Office of the Administrator
Washington, DC 20546-0001

November 16, 2005

TO: Officials-in-Charge of Headquarters Offices
Directors, NASA Centers

FROM: Administrator

SUBJECT: Planning Agency-Sponsored Events

Each year, NASA plans and hosts numerous events including conferences, retreats, award ceremonies, and off-site training, all of which are important to furthering the Agency's mission. As a Federal agency, however, NASA is subject to rules that do not similarly restrict private entities with regard to planning and paying for such events. Equally important, all of us at NASA are responsible and accountable for the prudent stewardship of taxpayer resources. This memorandum provides guidance on accounting for the fiscal, travel, ethics, and appearance issues which must be considered when planning Agency-sponsored events.

Funding

When planning an event, NASA employees should determine that appropriated funds are available and should ensure that the total cost of the event does not exceed that amount. The Federal Travel Regulations (FTR) set out agency responsibilities for planning conferences, including required cost comparisons and cost considerations when selecting a site, attendees, and lodging (http://www.access.gpo.gov/nara/cfr/waisidx_05/41cfr301-74_05.html). The NASA supplement to those regulations gives additional guidance and can be viewed at (http://www.hq.nasa.gov/fmm/9700/9700.pdf). Consult the Office of the Center Chief Financial Officer (Center CFO) regarding the permissibility of event expenses before they are incurred. This same analysis should be undertaken for other similar events, such as retreats and certain types of training.

The appropriated funding should not be supplemented with conference fees, exhibitor fees, attendance fees, or sponsorship fees from other persons or entities. In addition, NASA contractors or other non-NASA entities may not be solicited to contribute to NASA events. Depending on the specific factual scenarios, the Agency may have some avenues for sharing the financial burden of an event. NASA employees, however, should not enter into partnership agreements or structure any event to allow for acceptance of fees or services, prior to seeking advice from their Center CFO and Chief Counsel's offices.

Further, NASA contractors may not be used to accomplish what the Agency itself may not undertake. Accordingly, conference planners may not collect fees as a method of offsetting

the amount the Agency must pay to host a conference. Prior to retaining a professional conference planner, the Agency should also ensure that enough appropriated funds are available to pay the contractor's costs.

Selecting a Location

When planning an event, employees should select sites that are cost effective. The FTR sets out a cost analysis that an agency must perform when selecting a conference location. The regulations require that agencies evaluate three potential conference sites and maintain a record of the site cost comparison. The NASA supplement also contains a required form which serves both as a record of approval to conduct the conference and a record of the site cost comparison required by the FTR.

When planning a conference, all direct and indirect costs to the Government should be considered. Examples of such costs include travel and per diem expenses, lodging rates, and ground transportation. In addition, Government-owned facilities, including NASA Centers, should be considered as event locations if suitable facilities are available. Sites within 25 miles of a NASA Center are preferable, since not all attendees would then require hotel accommodations.

Aside from cost considerations, employees must be conscious of appearance concerns when selecting an event location. Selecting sites in exotic or resort destinations may create the appearance that the event is wasting Government resources in order to facilitate personal vacations or entertainment for employees. Employees should take care to select event locations that are cost justified, appropriate to the purpose of the event, and which minimize, to the greatest extent possible, any appearance of impropriety.

Food, Refreshments, and Entertainment

NASA may use appropriated funds for meals or entertainment only in certain limited circumstances. In the case of a formal, NASA-hosted conference, meals and refreshments may be served when:

1. The meals and refreshments are incidental to the conference.

2. Attendance at the meals and during the refreshments is important for NASA to ensure the full participation of attendees in essential discussions, lectures, or speeches concerning the purpose of the conference.

3. Substantial conference functions also are occurring separately from when food is served.

A "formal" conference is one that includes: topical matters of interest; the participation of multiple agencies and/or nongovernmental participants; a published substantive agenda; registration; and scheduled speakers or discussion panels. Meetings that discuss business matters internal to NASA or other topics having little relevance outside the Agency do not constitute formal conferences and, in most cases, meals and refreshments may not be provided for these types of events using appropriated funds. In all cases, employees should consult their Center CFO and Chief Counsel's office to determine if appropriated funds may be used.

Sponsorship by Outside Entities

NASA employees should not enter into sponsorship arrangements with outside entities or persons for meals, refreshments, or entertainment for Agency events without prior consultation with their Center CFO and Chief Counsel's offices. Outside sponsorship does not become allowable simply because appropriated funds are not available for those purposes for a particular event. Corporate sponsorship often raises appearance or gift issues that must be fully reviewed. In addition, NASA contractors or other non-NASA entities may not be solicited to contribute to these aspects of NASA events.

Employees planning Agency events should also be cognizant of the appearance concerns inherent in some forms of collateral entertainment, such as golf tournaments, hospitality suites, and on-site gambling facilities. These events may contribute to a public perception that Federal funds are being used inappropriately. Care should be taken to schedule such events during off-duty hours and to clarify that attendees must cover their own costs for these activities.

Attendees and Speakers

Appropriated funds may be used to purchase items for attendees that are necessary for the proper functioning of a conference, such as nametags, notepads, and pens. As a general rule, appropriated funds may not be used to purchase tokens, gifts, or souvenirs for distribution at a NASA event. This rule applies equally to Federal employees and invited speakers or other outside persons. Official representation funds may be used for presentation items to non-NASA speakers if the requirements of NPD and NPR 9050.1A are met. NASA has relied on its statutory authority to disseminate information as a basis to purchase and distribute items of nominal value such as bookmarks and posters that provide information about science, NASA programs, or NASA missions. These types of inexpensive, informational items may be distributed at a NASA event if appropriate for the particular audience.

Advertising

NASA employees will necessarily use various methods to publicize an event. In doing so, Agency employees should avoid steps that give the appearance that the Agency is endorsing an outside entity, such as posting corporate logos on a NASA website. In addition, the NASA insignia ("the NASA Meatball") may be used only in accordance with Federal regulations and with the approval of the NASA Public Affairs Office. Outside entities are not allowed to use the NASA Meatball without first obtaining permission from NASA Headquarters to do so.

In addition to the above guidelines, I ask all NASA managers to use sound judgment when considering holding a conference or event in the current resource-strained environment. Always ask yourself if the benefits of holding an event outweigh the commitment of resources such an event will entail. Our responsibilities, as stewards of the taxpayers' dollars, require that we do nothing less.

Michael D. Griffin

PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel. FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

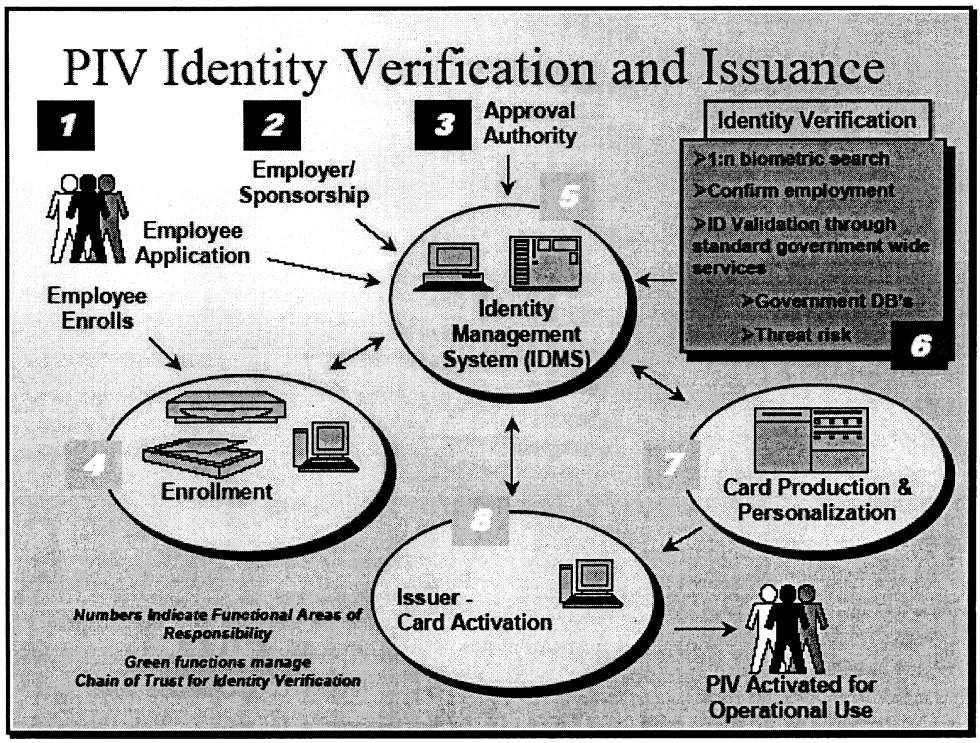

Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:
The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the

investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:
Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal[1] or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:
Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:
Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement

[1] A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

(BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:
Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:
Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:
The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

3. Upon return of the completed NAC, the process will continue from Step 5.

ATTACHMENT C

INDEFINITE DELIVERY, INDEFINITE QUANTIY RATES MATRIX

1. PRIME DIRECT LABOR RATE MATRIX (For All Task Orders):

The Contractor shall not exceed the fully-load direct labor rates as specified below (loaded through profit) for pricing all task orders contemplated or issued in accordance with the "Task Ordering Procedure" and "Supplemental Task Ordering Procedures" clauses of the contract. Any task orders issued in accordance with these clauses will be applied to the guaranteed minimum quantity and maximum quantity as provided in "Minimum/Maximum Amount of Supplies or Services" clause.

Labor Categories	**CY 1 ^HR Rate	CY 2 HR Rate	CY 3 HR Rate	CY 4 HR Rate	CY 5 HR Rate	CY 6 HR Rate
Project Manager						
Senior Event Coordinator						
Event Coordinator						
Associate Event Coordinator						
Administrative Assistant						
Web Programmer						
Graphics Specialist						

**CY = Contract Year

^HR = Hourly Rate: These are not-to-exceed rates for pricing purposes only by the prime contractor task orders. The Contractor may propose lower rates when pricing task orders.

2. PRIME INDIRECT COST RATES & PROFIT PERCENTAGES TO BE APPLIED AGAINST OTHER DIRECT COSTS:

When proposing Other Direct Costs under a task order, the Contractor shall not exceed the indirect bid rates and profit percentages specified below for pricing all task order contemplated or issued in accordance with "Task Ordering Procedure" and "Supplemental Task Ordering Procedures" clauses of the contract.

***Indirect Expenses Applied Against ODCs	*CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
Subcontract Administration						
Material Handling						

***Indirect Expenses - The Offeror shall complete all indirect categories, which may be applied against the Other Direct Costs proposed under a task orders in accordance with the contractor's accounting and estimating procedures.

****Profit Percentage Applied Against ODCs	*CY 1	CY 2	CY 3	CY4	CY 5	CY 6
Profit Percentage						

****Profit Percentage - The Offeror shall complete the profit percentage, which may be applied against the Other Direct Costs proposed under a task orders in accordance with the contractor's accounting and estimating procedures.

3. SUBCONTRACTOR (Harris) LOADED LABOR RATE MATRIX (For All Task Orders):

The Contractor shall not exceed the fully-loaded direct labor rates as specified below for pricing the subcontractor labor hours on all task orders contemplated or issued in accordance with the "Task

Ordering Procedure" clause of the contract. Any task orders issued in accordance with this clause will be applied to the guaranteed minimum quantity and maximum quantity as provided in "Minimum/Maximum Amount of Supplies or Services" clause.

Labor Categories	*CY 1 ^HR Rate	CY 2 HR Rate	CY 3 HR Rate	CY 4 HR Rate	CY 5 HR Rate	CY 6 HR Rate
Project Manager						
Senior Event Coordinator						
Event Coordinator						
Associate Event Coordinator						
Administrative Assistant						
Web Programmer						
Graphics Specialist						

*CY = Contract Year

^HR = Hourly Rate: These are not-to-exceed rates for pricing purposes only for the subcontractor labor hours. The Contractor may propose lower rates when pricing task orders.