

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 17

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

1. DATE OF ORDER 07/15/2009	2. CONTRACT NO. (If any) GS-35F-0359P	6. SHIP TO a. NAME OF CONSIGNEE NASA/Goddard Space Flight Center	
3. ORDER NO. NNG09DA02D	4. REQUISITION/REFERENCE NO See Schedule		

5. ISSUING OFFICE (Address correspondence to) NASA/Goddard Space Flight Center Headquarters Procurement Office Greenbelt MD 20771		b. STREET ADDRESS Independent Verif. & Valid. Facility 100 University Dr.	
c. CITY Fairmont	d. STATE WV	e. ZIP CODE 26554	

7. TO: a. NAME OF CONTRACTOR GALAXY GLOBAL CORP	f. SHIP VIA
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b. COMPANY NAME	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1000 TECHNOLOGY DRIVE, SUITE 1311	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated	
d. CITY FAIRMONT	e. STATE WV	f. ZIP CODE 26554-8839

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE NASA/Goddard Space Flight Center
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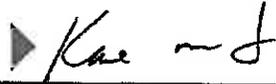
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	16. DISCOUNT TERMS NT30
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
001	This order will provide Chief Engineer Support Services as described in the SOW. INCO TERMS 1: FOB INCO TERMS 2: Destination MISC FY09 Direct G&A for CE contract TBD Continued ...				200,000.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont pages)
21. MAIL INVOICE TO			
a. NAME SEE BILLING INSTRUCTIONS ON REVERSE	NASA/Shared Services Center		\$25,146.98
b. STREET ADDRESS (or P.O. Box)	Financial Management Division (FMD) Accounts Payable Bldg 1111, C Road NSSC-AccountsPayable@nasa.gov		17(i) GRAND TOTAL
c. CITY Stennis Space Center	d. STATE MS	e. ZIP CODE 39529-6000	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Karen M. Smith TITLE CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
2

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

DATE OF ORDER 07/15/2009
CONTRACT NO. GS-35F-0359P

ORDER NO.
NNG09DA02D

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Requisition No: 4200293998 Accounting Info: 0000511800/6100.2550/51/FC000000/64581 3.02.04/000/2550/51/CASX22009D/512F/1/ 2 Cost Center: 0000511800 GI Account: 6100.2550 Order: FC000000 WBS Element1: 645813.02.04 Item Number: 000 Commitment Item: 2550 Funds Center: 51 Fund: CASX22009D Functional Area: 512F Funded: \$200,000.00					
002	G&A DDF for CE Small Business Contract Requisition No: 4200304012 Accounting Info: 0000511800/6100.2550/51/FC000000/64581 3.01.04/000/2550/51/CASX22009D/512F/1/ 2 Cost Center: 0000511800 GI Account: 6100.2550 Order: FC000000 WBS Element1: 645813.01.04 Item Number: 000 Commitment Item: 2550 Funds Center: 51 Fund: CASX22009D Functional Area: 512F Funded: \$25,146.98				25,146.98	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				\$25,146.98	

**ORD FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER 07/15/2009 CONTRACT NO. GS-35F-0359P

ORDER NO. NNG09DA02D

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Requisition No: 4200293998 Accounting Info: 0000511800/6100.2550/51/FC000000/64581 3.02.04/000/2550/51/CASX22009D/512F/1/ 2 Cost Center: 0000511800 GI Account: 6100.2550 Order: FC000000 WBS Element1: 645813.02.04 Item Number: 000 Commitment Item: 2550 Funds Center: 51 Fund: CASX22009D Functional Area: 512F Funded: \$200,000.00					
002	G&A DDF for CE Small Business Contract Requisition No: 4200304012 Accounting Info: 0000511800/6100.2550/51/FC000000/64581 3.01.04/000/2550/51/CASX22009D/512F/1/ 2 Cost Center: 0000511800 GI Account: 6100.2550 Order: FC000000 WBS Element1: 645813.01.04 Item Number: 000 Commitment Item: 2550 Funds Center: 51 Fund: CASX22009D Functional Area: 512F Funded: \$25,146.98				25,146.98	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$25,146.98	

This order is being placed under the GSA IT Schedule Number 70. Contract Number: **GS-35F-0359P**. This is a firm fixed price order.

1. 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 Statement of Work (Attachment A).

(End of clause)

2. FIRM FIXED PRICE (1852.216-78) (DEC 1988)

The total firm fixed price of this contract is **\$225,146.98**.

(End of clause)

3. 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".

(End of clause)

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

The services specified by this contract shall be performed at NASA /Goddard Space Flight Center Independent Verification and Validation Facility, 100 University Dr. Fairmont, WV 26554.

(End of clause)

5. PERIOD OF PERFORMANCE

The period of performance of this order shall be for 1 year from the effective date of the contract.

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

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

Authorized

<u>Item</u>	<u>Location</u>	<u>Representative</u>
All	NASA /Goddard Space Flight Center Independent Verification and Validation Facility, Fairmont, WV 26554.	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 30th 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)

7. 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)

8. RELEASE OF SENSITIVE INFORMATION (1852.237-73) (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)

9. GOVERNMENT PREMISES – PHYSICAL AND LOGICAL ACCESS AND COMPLIANCE WITH PROCEDURES (HQ 52.204-99) (JAN 2007)

(a)(1) The Contractor must apply for NASA Headquarters Personal Identity Verification (PIV) credential issued by the Headquarters Security Office for those employees that will be employed by the Contractor and that will be resident or access NASA Headquarters locations, or NASA cyber resources. The Headquarters PIV credentials will be issued for no longer than the applicable contract period in effect at the time, not to exceed 5-years, and will require renewal for each subsequent contract period within which the Contractor employee will be employed. Based on NASA policies and procedures for background investigations and position risk/sensitivity determination, a minimum of National Agency Check with Written Inquiries (NACI) will be required for credential renewal. Other Contractor personnel who are to be at the Headquarters location(s) or will be accessing NASA cyber resources for less than six (6) months are to be identified by the Contractor for approval and registered on an access list under the control of the Headquarters Security Office. All personnel must conspicuously display the Headquarters PIV credential above the waistline on the outermost garment, and must comply with any and all requirements applicable to PIV credential in effect at Headquarters. In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps prescribed in **Attachment B**, Personal Identity Verification (PIV) Card Issuance Procedures to apply for each contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system. (2) Visits by foreign nationals to, for, or on behalf of the Contractor, are restricted and must be necessary for the performance of the contract and concurred in by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with NASA Procedural Requirements, NPR 1371.2A, Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities w/Change 1 (3/29/04); and NASA Policy Directive, NPD 1371.5A, Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA (Revalidated 3/29/04), <http://nodis.hq.nasa.gov>. The Contractor may get further information about visits by foreign nationals by contacting the NASA Headquarters International Visits Coordinator located in the Headquarters Security Office. (3) Access to the

Headquarters locations may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the Headquarters locations. These requirements are set forth in NASA-wide or Headquarters installation directives, and procedural requirements, and announcements that can be found at <http://nodis.hq.nasa.gov>, and/or which will be provided to the Contractor as necessary by the Contracting Officer's Technical Representative, the Contracting Officer, or the Headquarters Chief of Security. (c) The Contractor may not use official Government envelopes or other Government identified mailing containers bearing any sort of Government indicia such as "eagle" emblems in lieu of postage stamps or mailing envelopes or containers bearing NASA logos. The Contractor also may not use the Government mail system to mail anything outside of the Headquarters locations. Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. Otherwise, the Contractor is allowed to use the internal Headquarters interoffice mail system to send documents within the Headquarters locations or to other NASA Centers or NASA facilities the extent necessary for purposes of implementing the terms of this contract and communicating contract related business to its employees at the Headquarters locations, and to communicate contract related business to NASA officials including, but not limited to, the Contracting Officer, the Contracting Officer's Technical Representative, the Headquarters Chief of Security, Accounting Office staff, and the NASA Headquarters International Visits Coordinator.

(End of clause)

10. ONSITE CONTRACTOR PERSONNEL - IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (HQ 52.204-98) (JAN 2007)

(a) The Contractor's designated representative for the purposes of this clause is the Contractor's Project Manager. The Contractor shall notify the Headquarters Chief of Security and the Contracting Officer's Technical Representative of the Project Manager's identity within fifteen (15) calendar days of award of this contract.

(b) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps in **Attachment B**, Personal Identity Verification (PIV) Card Issuance and Re-issuance Procedures, for each contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system. The Contractor must apply for permanent NASA Headquarters PIV credential for those contract employees who will be employed by the Contractor onsite for at least six months. The Headquarters Security Office will consider permanent PIV credentials for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit.

(c) The Contractor's Project Manager shall submit written notification to the Contracting Officer's Technical Representative and the Headquarters Chief of Security immediately about any Contractor employee who was issued a Headquarters PIV credential or who was granted temporary access to be on-site: (1) who is no longer employed by the Contractor, or (2) who will no longer be working onsite under this contract.

(d) The Contractor shall ensure that all personnel who have NASA Headquarters issued credentials, keys or other property who leave the Contractor's employ or that no longer work

onsite, process out through the Headquarters Security Office. Any such Contractor employees must return all Headquarters issued identification or credentials and any Government property no later than the last day of their employment. 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 credentials.

(End of clause)

11. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (NOV 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system

(End of Text)

12. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (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) Not Used.

(2) Not Used.

(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)

13. SAFETY AND HEALTH (SHORT FORM) (NFS 1852.223-72) (APRIL 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)

14. OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUGUST 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

**15. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY.
(DEVIATION)(NFS 1852.245-71)(SEP 2007)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b) (1) (iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.

(1) Office space, work area space, and utilities. Government telephones are available for

official purposes only.

(2) Office furniture.

(3) Computer network access. (not actual computer)

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: NONE.

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

16. 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days prior to expiration of the current performance period.**

17. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within 60 days prior to expiration of the current performance period;** provided that the

within 60 days prior to expiration of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

The price of each Option Period is as follows:

Option I	\$234,156.62
Option II	\$243,516.12
Option III	\$253,263.53

(End of clause)

18. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer's Technical Representative (COTR) for this Firm Fixed Price contract is:

Michael Powers
Ph: 304-367-8205
Email: michael.l.powers@nasa.gov

19. IN ADDITION TO THE GSA CONTRACT SCHEDULE CLAUSES, THIS CONTRACT IS SUBJECT TO THE FOLLOWING CLAUSES:

GSFC 52.223-91 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (NOV 2005)

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (d) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

Monthly health and safety report using NASA Incident Reporting Information System (IRIS). Specify incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, man-hours worked/month, and total employees. Access form available at <ftp:ftp.hq.nasa.gov/forms/pdf/nhq224.pdf>. Until access is approved use template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail to Lisa.L.Cutler@nasa.gov

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Safety and Environmental Division, Code 250, Tel 301-286-6296 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

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

- 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007)
- 52.232-25 PROMPT PAYMENT (OCT 2008)
- 52.232-34 PAYMENT BY ELECTRIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

NASA FAR Supplement (NFS) clauses:

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

- 1852.215-84 OMBUDSMAN (OCT 2003) – Alternate I (June 2000)
The installation Ombudsman is Chris Jedrey at NASA/HQ, Code 4G74, Washington, DC 20546, phone: (202)358-0483, Fax: (202) 841-5715, e-mail: christopher.t.jedrey@nasa.gov. Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. 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.
- 1852.219-76 NASA 8 PERCENT GOAL (JULY 1997)
- 1852.223-70 SAFETY AND HEALTH (APRIL 2002)
- 1852.223-73 SAFETY AND HEALTH PLAN (NOVEMBER 2004)
- 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2006)

(End of Text)

20. LIST OF ATTACHMENTS

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

<u>Attachment</u>	<u>Description</u>	<u>No. of Pages</u>	<u>Date</u>
A	Statement of Work	5	May 15, 2009
B	Personal Identity Verification Card Issuance Procedures	4	May 28, 2009
C	Organizational Conflicts of Interest Avoidance Plan		To be submitted 30 days after contract award

(End of clause)

STATEMENT OF WORK (SOW)

FOR

INDEPENDENT VERIFICATION AND VALIDATION (IV&V)

IV&V Chief Engineer

May 15, 2009

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1.0 Background and Purpose

The IV&V Facility has established the Chief Engineer (CE) as the technical authority for its IV&V services. The CE has three product lines and one engineering management support team to ensure that IV&V products and services are of the highest quality and are value added to the NASA missions. *Software IV&V is a system engineering process employing rigorous methodologies (manual or automated) for evaluating the correctness and quality of the software product throughout the SDLC. Software IV&V is adapted to the characteristics of the project. Information Technology is the study, design, development, implementation, support or management of software/computer-based information systems, particularly software applications and computer hardware.*

As the information technology data expands within NASA, through the use of software development, auto code generators, etc., Information Technology/information systems understanding is critical. There are various types of information systems, for example: transaction processing systems, decision support systems, knowledge management systems, database management systems, and office information systems. Critical to most information systems are information technologies, which are typically designed to enable humans to perform tasks for which the human brain is not well suited such as: handling large amounts of information, performing complex calculations, and controlling many simultaneous processes.

A software product line (SPL) is a set of software-intensive systems that share a common, managed set of features satisfying the specific needs of a particular mission that are developed from a common set of core assets, V&V Analysis activities. At the NASA IV&V Facility Software Product lines are being formed in Systems Requirements Modeling/Validation, Software Verification and Software Architecture.

Software product lines are rapidly emerging as a viable and important software development paradigm allowing government and contractors to realize order-of-magnitude improvements in time to market, cost, productivity, quality, and other business drivers. Software product line engineering can also enable rapid market entry and flexible response, and provide a capability for mass customization – thus allowing more IV&V to more NASA projects.

This Statement of Work (SOW) describes the requirements needed to be fulfilled in support of the CE efforts at the IV&V Facility.

2.0 Applicable Documents

The following documents serve as guidelines for performance under this SOW.

2.1 Government Specifications (ISO-9001 Controlled)

- a) IVV 9-4, Project Management

3.0 Requirements

Deliverables for this section are identified in Section 5.1, Deliverable List. Contractor shall perform the following tasks:

1. Provide support to the Chief Engineer to ensure IV&V objectives are established each fiscal year and are in line with overall system and program engineering services objectives. (See enclosed IV&V SLP 9-1 and 9-4 for description and objectives for IV&V)
2. Provide system engineering support on approaches that defines, documents, reviews, placed under configuration management, and implemented (Engineering Support: supports the Chief Engineer in ensuring technical approaches are appropriate across IV&V projects and that the appropriate level of rigor is applied to each IV&V Project.

Support the chief engineer in ensuring all technical risks and issues are mitigated appropriately and that management is aware of technical progress).

3. Verify and validate system and program engineering plans for each of the System Reference Model, Verification, and Validation Products Lines (See enclosed IV&V SLP 9-1 and 9-4) to ensure realistic plans produce engineering products that satisfy the technical needs of IV&V services.
4. Support the Chief Engineer by analyzing systems and engineering data to ensure product lines understand and proactively manage development of engineering products
5. Help ensure product lines (System Reference Model, Verification, and Validation products) effectively communicate progress being made in developing products and the technical results being produced
6. Help ensure high quality products are managed and delivered to IV&V Services (Products include formal products (e.g. technical reports) as well as informal (observations, issues, risks, and limitations))
7. Must be US citizen.
8. The contractors must be located on-site and the work is 100% on-site at NASA IV&V Facility, Fairmont, West Virginia.
9. The contractors must sign a Non Disclosure Statement.
10. Upon award the contractors must take training to protect ITAR and Sensitive But Unclassified (SBU) information handling. This training includes SBU, Public Key Infrastructure (PKI), and Export Control. Additional training will include Ethics, IT Security.
11. Contractors must provide detailed resumes of qualified analysts.
12. **Period of Performance:** The period of performance is one base year period (from date of award) with three option years period.
13. **Close-Out/Transition Plan:** The Contractor shall deliver a close-out/transition plan that describes the approach to transitioning the contract and related documentation to a new contractor. The plan shall describe the transition of software, hardware, each project's related documentation in the library, and ongoing work. The final close-out/transition plan shall be received by the Government for approval **(four)** months prior to end of contract.

4.0 Contractor Management, Performance, and Coordination (Ref SOW PARA 3.1 Program Management)

The Contractor shall plan for, provide overall management, and conduct the associated activities necessary to support the requirements of this SOW. Such management activities shall include but not be limited to: **(Program Management: support the Chief Engineer in ensuring all engineering plans and schedules are realistic and serve as the framework for all future work. Provide program analysis and control on the engineering schedules to ensure variance is accounted for and actions plans are in place to minimize the delta between plans and actual).**

- a) Ensuring development, maintenance, and compliance with all requirements

b) In addition to deliverables in section 5.1, provide a monthly status report

5.0 Deliverables

The Contractor shall prepare and deliver the following documents in electronic format to the Project Manager, the Contracting Officer's Technical Representative, and the Contracting Officer, Code 180. All deliverables will be reviewed and approved by the Government.

5.1 Deliverable List

Item	Description	Due Date	Paragraph	WBS element
1	Monthly IPR for Engineering Services	Monthly	5	5
2	Monthly Product Line Council Briefing	Monthly	2	2

5.2 Work Breakdown Structure (WBS)

The WBS for supporting the CE is as follows: (See reference SLP 9-1 and 9-4 for WBS structure).

6.0 Acronyms

CE	Chief Engineer
IV&V	Independent Verification and Validation
NASA	National Aeronautics and Space Administration
SOW	Statement of Work
WBS	Work Breakdown Structure