

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 64 PAGES
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE			
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-OS / Ellen Lamp Kennedy Space Center, FL 32899		NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-OS / Ellen Lamp Kennedy Space Center, FL 32899			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO.
				<input checked="" type="checkbox"/>	NNK09287472R
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO.
				<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this amendment is to provide prospective offerors with responses to questions submitted for NNK09287472R, Kennedy Space Center (KSC) Institutional Support Services II (KISS II). Responses to questions are listed on the next page(s). As a result of questions, RFQ pages 3, 4, 7, 24, 38, 41, 46 and Attachment 2 - Pricing Templates have been revised (Reference attached replacement pages).

The due date for receipt of offers is not extended.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
15C. DATE SIGNED	16C. DATE SIGNED		

Q1:	Article 1.2	Scope of Work – GFP and Space	Page 5	1st ¶
	1.01	Provide a list of government furnished property (GFP) and government furnished space (GFS) that will be available to the contractor to provide service under this contract.		
	1.02	Will space be available to the contractor for on-site contract management?		
	1.03	Will NASA provide office space and office equipment for the winner’s management team to oversee/manage this contract or will the successful offeror need to lease office space in the commercial marketplace to accomplish these functions?		
		Federal Records		2nd ¶
	1.04	Identify the volume of legacy federal records that will be inherited for management by the contractor from previous contracts.		
		Services Outside Normal Business Hours		3rd ¶
	1.05	Do you have an estimate of how many hours that are considered outside normal business hours required on an average per year?		
		Local Area Travel		4th ¶
	1.06	Elaborate on the statement that local area travel may be necessary for the contractor to perform the duties listed in the contract.		
	1.07	Will the contractor be able to submit mileage cost or are they expected to lease a vehicle?		
	1.08	Is there an estimate on how much travel is required using the vehicle?		
		Other Locations authorized by the contracting officer		5th ¶
	1.09	Please identify the other locations where support service could potentially be provided.		
	1.10	Will all of the direct labor work be performed at a NASA site?		
R1:	1.01	GFP and GFS are identified in Article 2.36 and Article 2.36.1		
	1.02	Yes.		
	1.03	See 1.01 and 1.02 response.		
	1.04	Minimal.		
	1.05	No estimate available. See FAR 52.212-4(i)(E)(3), which states “If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer”.		
	1.06	Incidental local travel within KSC may be required to support meetings, document delivery, etc.		
	1.07	Offerors should use their best judgment in incorporating an estimate into their proposed rates.		
	1.08	No estimate available. See 1.06 response.		
	1.09	Reference Article 2.39, which states: (1) NASA John F. Kennedy Space Center; (2) Cape Canaveral Air Force Station; and (3) Any other location authorized by the Contracting Officer.		
	1.10	No. See 1.09 response.		
Q2:	Article 1.3.1	Billable Rate Schedule	Page 7	
	2.01	Are direct labor hours to be authorized and billable rates entered on Contract Table 1.3.1 for a phase-in period? If so, please advise the period, the IGE labor classifications, and hours anticipated.		
	2.02	Article 2.30, page 24, lists the position of Program/Project Manager as a key person. However, that labor category is not listed on the Billable Rate Schedule on page 7. Is this an oversight, or is it the government’s desire that the Program / Project Manager not be direct billed to this project?		
R2:	2.01	Pricing templates, attachment 2, and Contract Table 1.3.1 have been revised to include Phase-in columns. However, it is at the discretion of the offeror to propose phase-in labor rates, costs, etc.		
	2.02	Reference Article 5.3.1 Volume I – Technical Capability, subsection B. “Management Proposal”, last sentence which states “All management costs shall be incorporated into the fully burdened billable labor rates (i.e., indirect)”. Please note, all labor categories in Table 1.3.1 are direct.		
Q3:	Article 2.3	PIV Card Issuance Procedures	Page 10	
	3.01	Advise the length of time required to obtain a PIV Card so this can be realistically factored into the phase-in plan (5.3.1, subsection E, page 41).		
	3.02	Advise the level of background investigation and drug screening that the contractor must perform on any candidates considered for employment on this contract, reference Section 2.3 Card Issuance Procedures.		
R3:	3.01	May vary 30-45 days for personnel without prior government clearances.		
	3.02	As described in Article 2.3.		

Q4:	Article 2.19 1852.204-76 Security Requirements for Unclassified IT Resources Page 17
	4.01 If the Company is providing onsite personnel to NASA/KSC, is it still necessary to provide NASA, including NASA Office of Inspector General, access to the Contractor’s and subcontractor’s facilities, installations, operations, documentation, databases, and personnel used in performance of the contract? (reference subsection (5), page 17).
	4.02 Can we have pricing on the ODIN subscription on a per user basis to include in our pricing if the Company chooses that option?
	4.03 Will the requirement for an IT Security Plan be waived per Article 2.19 (b)(8) Note?
	4.04 Is it possible to use ODIN for the base period of the contract and then submit an IT Security plan for option year 2?
	4.05 If we choose to use ODIN do we have to stay with them for the life of the contract?
R4:	4.01 Yes
	4.02 No. ODIN use is required and will be provided reference Article 2.36 and Article 2.36.1.
	4.03 Reference Article 2.19, NASA FAR Supplement (NFS) 1852.204-76, subsection (8), (iii) Note, page 18: “ <u>The requirement</u> ” to have an IT security plan “ <u>shall be waived</u> ” “ <u>if the contractor's employees on this contract solely subscribe to ODIN</u> ” (Outsourcing Desktop Initiative for NASA) for all computer equipment/devices, ODIN is responsible to meet any current and future IT Security requirements on their behalf found in NSF 1852.204-76 section (b) 1, 2, 3, 5, 6, 7, 8.
	4.04 See 4.02 response.
	4.05 See 4.02 response.
Q5:	Article 2.24 1852.219-76 NASA 8 Percent Goal Page 22
	5.01 Are teams being encouraged for the effort? Especially in relation to the NASA 8 percent goal.
R5:	5.01 <u>Reference Article 2.24, subsection (c), page 22:</u> 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. <u>Reference Article 3.1, page 32, subsection (b):</u> (10) 52.219-4 – Limitations on Subcontracting
Q6:	Article 2.30 1852.235-71 Key Personnel / Facilities Page 24
	6.01 How long have the “Business Mgt Specialist” & “Program/Project Manager” held these positions?
	6.02 Advise if it is necessary to identify any subcontractor program/project management personnel.
	6.03 Is it the Government’s intent for the two key personnel positions identified in the NASA FAR Supplement Clause 1852.235-71(c), Business Mgt Specialist and Program/Project Manager, to be classified as Business Management Specialists in the Price Proposal?
	6.04 Does the Business Mgt Specialist work on direct labor on the contract or does the Business Mgt Specialist assist the winning firm in managing contract performance?
R6:	6.01 Information may be available from incumbent contractor.
	6.02 Reference Article 2.30, Key Personnel, page 24.
	6.03 See 2.02 response.
	6.04 Reference Attachment 4, Sample SOW 2, section 4.0 – Task Order Specific Services, page 4 and reference Attachment 5, Position Description, page 8.
Q7:	Article 2.41 Executive Order 13495 Page 26
	7.01 What are the anniversary dates of the Service Contract Act (SCA) incumbent staff at NASA/KSC, reference 2.41 subsection (c)?
	7.02 What is the average time in service of the current incumbent SCA employees eligible for consideration as outlined in section 2.4.1? This information is needed to accurately estimate vacation expenses for captured incumbent employees.
	7.03 Advise if there is a collective bargaining agreement (CBA) in place for contractor employees currently providing services under the existing contract.
	7.04 Are the incumbent contractors covered under CBA’s that might affect SCA pricing?
	7.05 Executive Order 13495 requires the winner to “to make an express offer of employment to each employee...” In order to ensure ample vacation allowance is proposed, provide the length of time each incumbent employee has been working on any predecessor contract. This will assist in full compliance with the SCA’s requirement to provide more vacation benefit after 1, 5, or 20 years of service.

R7:	7.01 Executive Order requirement is not in the current KISS contract, NNK08OP06B. Therefore, requested information is not available.
	7.02 See 7.01 response.
	7.03 CBA is not applicable
	7.04 CBA is not applicable
	7.05 See 7.01 response.

Q8:	Article 2.42 KSC 52.204-96 Security Controls for KSC and CCAFS	Page 27
	8.01 Does NASA require contractors to attend a specific safety training?	
	8.02 If so, how long is it?	
	8.03 Is it billable to the contract?	
	8.04 Section 2.42, B, 4, vii addresses a maximum threshold number 200 unescorted access investigations provided at no cost to the contractor. Beyond that point, there will be a charge of \$100 per investigation (2.4.2, B, 4, iv). It is assumed that the incumbent workforce that is acquired under the new contract will continue to maintain their access as assigned. Is the investigation threshold number applicable for the life of the contract or for each performance period?	
R8:	8.01 Yes.	
	8.02 Varies.	
	8.03 Security related training is billable time.	
	8.04 Life of contract	

Q9:	Article 5.2.1 Proposal Preparation	Page 38
	9.01 Please confirm that each proposal volume (Volume I, Volume II, Volume III and Volume IV) must be separated for evaluation purposes.	
R9:	9.01 Reference Article 5.2.1 – Proposal Preparation: "Proposals shall be submitted in four volumes within the established page limitations as detailed in 5.2.2. Volumes shall be separately bound..."	

Q10:	Article 5.2.2 1852.215-81 Proposal Page Limitations	Page 38
	10.01 Is there a page limit for the Phase-In Plan?	
	10.02 How many pages are allowed for the Phase-in Plan?	
R10:	10.01 Yes. An amendment will be submitted to address this issue.	
	10.02 Five pages will be allotted for the Phase-In Plan.	

Q11:	Article 5.2.4 Copies of Proposals	Page 39
	11.01 Is there a specific version of Microsoft that we should use on the electronic copies of the response?	
	11.02 Do you need 2 electronic copies on CDs of Volume IV, Model Contract?	
	11.03 If so, do we need to include all of the RFP and all of the Attachments on the CDs?	
R11:	11.01 No.	
	11.02 Yes. Reference Article 5.2.4.	
	11.03 Yes.	

Q12:	Article 5.2.5 KSC 52.214-90 Delivery Instructions for Bids/Proposals	Page 39
	12.01 Can FedEx and other delivery services deliver to the delivery address?	
R12:	12.01 Yes	

Q13:	Article 5.3.1 Volume I – Technical Capability, A – Incumbent Capture Plan	Page 40
	13.01 On 5.3.1, Item A there is a requirement for an incumbent work plan. As it has been made clear this is not to replace KISS I, Can you explain what incumbent work might need to be considered?	
	13.02 Is there an incumbent?	
	13.03 Who is the incumbent contractor on this contract?	
	13.04 How long has this work been performed under contract?	
	13.05 Identify any predecessor contractor(s) & incumbent workforce(s) referred to in the instructions.	
	13.06 How many incumbent staff are currently on this contract?	
	13.07 Do the incumbent contractor employees have signed non-compete clauses or similar documents that would prevent them from accepting an employment offer from a follow-on contractor.	
	C – Staffing Plan	Page 41
	13.08 Should the offeror submit letters of commitment with the resumes of key personnel?	
	13.09 If so, will it count against the page limit?	
	13.10 Can the resumes of key personnel be submitted in a 10 pt. font?	
	D – OCI Preliminary Analysis	Page 41
	13.11 The requirement is to define potential conflicts of interest. We would like to determine if there are specific areas of concern specifically that NASA needs addressed. Based on the job descriptions, we can do some assumption of the informational areas that should be considered but since this is a task order award, task order requirements could present opportunities that we may not think of.	
	E – Phase-In Plan	Page 41
	13.12 The offerors phase-in plans shall include the phase-in time required for badging requirements and background checks, as indicated in FAR 52.204-9, the method by which current technical directives will be transitioned to the new contract with minimal impact, and any other issues deemed critical to a successful transition from current contracts to this follow-on effort. Please identify the contracts requiring transition to the follow-on effort.	
R13:	13.01 The incumbent work has already been included in the staffing plan. Reference, Attachment 2, Labor Independent Government Estimate (IGE).	
	13.02 Reference 13.04 response below	
	13.03 Reference 13.04 response below	
	13.04 The incumbent, REDE/Critique JV was awarded contract NNK08OP06B, which began May 1, 2008. NNK08OP06Bs base period ended September 30, 2008. It has 4 one year options. Option 1 period is through 9/30/09, and through 09/30/2012 if all options are exercised.	
	13.05 Reference 13.04 above.	
	13.06 The incumbent staffing levels are in a constant state of flux to meet changing fiscal and mission requirements. Reference, 13.01 response.	
	13.07 Information not available.	
	13.08 Yes.	
	13.09 Yes. Reference Article 5.2.2, as revised. (reference Amendment 001).	
	13.10 No. Reference Article 5.2.2(b)	
	13.11 Offerors should use their best judgment in developing the OCI Preliminary Analysis.	
	13.12 The labor categories identified in Table 1.3.1, currently under NNK08OP06B, are anticipated to transition to KISS II, as described in Article 2.41.	

Q14:	Article 5.3.2.2 Price Templates – Rate Development Template (RDT)	Page 43
	14.01	What if an Offeror does not have a Forward Pricing Rate Agreement in place, can NASA provide that upon award of the contract?
	14.02	If the prime and the subcontractor are offering consolidating pricing with no additional fees do we still need to include the subcontractor pricing?
	14.03	How do we use the costing templates if we are proposing 2 different subcontractors?
	14.04	Many of the labor categories (such as Computer Systems Analyst I-III, Personnel Assistant I-III, etc.) do not have any hours shown in the Governments IGE. Should we provide a fully burdened labor rate for these categories or should we only provide rates for the categories with hours shown in the IGE?
	14.05	If we do <u>not</u> propose Ceiling Rates for our fringe, overhead or general administrative costs, will we be allowed to raise them during the term of the contract if our actual indirect rates go up?
	14.06	Under section 5.3.2.2 (Price Templates), there is a requirement for a three year history of our Overhead (OH) and G&A schedules. What is expected in the previous year’s columns for OH and G&A for new companies or new joint ventures?
R14:		
	14.01	Reference Article 5.3.2.2 – Rates Development Template, page 43 which states “ <u>provide</u> their <u>Forward Pricing Rate Agreement</u> (FPRA) <u>used</u> to price...” Only the Offerors that used an FPRA to price their indirect costs shall provide this.
	14.02	Yes. Reference Article 5.3.2.2, which states “labor templates are provided in Attachment 2 and are required from both the prime and subcontractor(s).”
	14.03	Reference Article 5.3.2.2 – Rates Development Template, page 43 which states, “The prime contractor shall include the subcontractor(s) fully burdened labor rate in the “Direct Labor Rate” column(s) and apply the applicable prime burdens to calculate the proposed fully burdened labor rate”. If a labor category has more than 1 WYE and will be split between 2 subcontractors, then the Prime shall include “one” proposed labor rate and disclose the basis of the rate in sufficient detail to facilitate an understanding of the blended labor rate, reference article 5.3.2.1(a). This can be accomplished by including an additional spreadsheet which identifies both subcontractor rates and the methodology used to blend the rate and apply the prime contractor’s burdens, etc. Also reference Article 5.3.2.2, which states “If the offeror applies burdens in a different manner than what is included in the templates, then the offeror shall adjust the formulas to reflect their methodology.
	14.04	Reference 5.3.2.2 Price Templates – Rates Development Template (RDT), 2 nd paragraph, 1 st sentence, which states “The offeror shall propose labor rates for each labor category provided”. Offers should include rates for all labor categories listed in the RFP as the dynamic nature of the requirement may result in future need for those labor categories.
	14.05	Offerors should use their best business judgment in projecting future fringe, overhead and G&A rates. The fully burdened labor rates may be adjusted based on revisions to the Service Contract Act (SCA) wage determinations, in accordance with FAR 52.222-43(b).
	14.06	Offerors should use their best business judgment in completing this information if it is available.
Q15:	Article 5.3.3 Volume III – Past Performance, subsection (b)	Page 44
	15.01	Please clarify the number of past performance questionnaires should be submitted; is it up to three total for the prime and subcontractor, or up to three for the prime and up to three for the subcontractor?
	15.02	Please advise if proposed subcontractors also are required to submit three past performance references.
R15:		
	15.01	Reference Article 5.3.3 Volume III – Past Performance (b), “Complete Attachment 6, Present/Past Performance Questionnaire, to identify up to three contracts (completed and ongoing) that the offeror or <u>subcontractor</u> has had within the past five years that best shows your ability to perform the requirements of the contemplated contract.” The total number may be up to six. Three prime and three subcontractors.
	15.02	Reference Article 5.3.3 Volume III – Past Performance (a), “offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant performance”. See 15.01 response.

Q16:	Article 5.3.4 Volume IV – Model Contract	Page 45									
	16.01 What data, if any, from our subcontractor do you need included in our Volume IV, Model Contract?										
R16:	16.01 None.										
Q17:	Article 5.4 52.212-2 Evaluation – Commercial Items	Page 46									
	17.01 How will NASA evaluate our overtime estimated hours and proposed prices against a firm that does not estimate overtime hours?										
	17.02 How will price/cost be evaluated?										
	17.03 Will overtime hours be included in the evaluation?										
	17.04 Section 5.4, page 46 states that Technical Capability is significantly more important than Past Performance. Please quantify “significantly” in a numerical or percentage, e.g., 20%, 30%, etc. more than Technical. The term significantly is very subjective and difficult to understand the government’s criteria for award.										
R17:	17.01 It is the offeror’s discretion to submit overtime estimates. See FAR 52.212-4(i)(E)(3), which states “If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer”. Each proposal will be evaluated in accordance with Article 5.3.2.1 and Article 5.4.										
	17.02 Reference Article 5.3.2.1 and Article 5.4										
	17.03 Reference Article 5.3.2.1 and Article 5.4										
	17.04 No. Reference FAR 15.101. Tradeoff process is a subjective method, not quantitative.										
Q18:	Attachment 2 – Pricing Templates										
	18.01 What are the maximum available hours / year (2,080 or 2,088) that we are to assume in pricing the non-productive time, given that the productive hours are provided in the IGE?										
	18.02 The pricing spreadsheet asks for data in many categories that are not part of SCA requirements. Are you expecting bidders to populate all of these fields? If yes, this bid would not just be based on SCA requirements.										
	18.03 What is the difference between “2 Sub” and “3 Sub Proposal” in Columns I and J?										
R18:	18.01 The maximum available work hours is as follows and is amended in Article 5.31(C), page 41:										
	<table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">Base Period:</td> <td style="padding-right: 20px;">September 1, 2009 – September 30, 2010</td> <td style="padding-left: 20px;">= 2,314 hours</td> </tr> <tr> <td>Option 1:</td> <td>October 1, 2010 – September 30, 2011</td> <td>= 2,080 hours</td> </tr> <tr> <td>Option 2:</td> <td>October 1, 2011 – September 30, 2012</td> <td>= 2,088 hours</td> </tr> </table>		Base Period:	September 1, 2009 – September 30, 2010	= 2,314 hours	Option 1:	October 1, 2010 – September 30, 2011	= 2,080 hours	Option 2:	October 1, 2011 – September 30, 2012	= 2,088 hours
Base Period:	September 1, 2009 – September 30, 2010	= 2,314 hours									
Option 1:	October 1, 2010 – September 30, 2011	= 2,080 hours									
Option 2:	October 1, 2011 – September 30, 2012	= 2,088 hours									
	18.02 Reference Attachment 2, worksheet tab “Instructions”, Items 5 – 8, which state “If Proposed”. The offeror must meet the “minimum” requirement for each employee, reference FAR Section 22.1002-4.										
	18.03 Reference Attachment 2, worksheet tab “Instructions”, Column F, Row 4, which states, “If the pricing template is populated by a subcontractor, and in order for the calculations to include all subcontractor burdens, then the subcontractor needs to categorize itself as “Sub Proposal”, reference worksheet tab: “Data Input”, Column K, beginning on line 6, mark the line item with a “3”. Additionally, the subcontractor should enter it’s unburdened labor rates under “Data Input, Columns AB through AJ.										
Q19:	Attachment 4 – Sample SOWS										
	19.01 The Independent Government Estimate, ref. Attachment 2, lists an option 1 & 2. Is option 1 in reference to SOW 1 and Option 2 in reference to SOW 2?										
	19.02 The samples provided don’t contain any workload data to provide insight to the scope of these efforts. Will actual SOW’s contain workload so numbers of employees can be estimated? or Will SOW’s be issued for each position to be supported?										
R19:	19.01 No. Sample SOW 1 & 2 are applicable to all contract periods.										
	19.02 The samples provided are typical SOWs. Upon award, the task order SOWs will contain all positions supported under said task order. The employee estimate was provided in the Labor Independent Government Estimate (IGE), reference Attachment 2 – Pricing Templates.										

Q20:	Attachment 5 – Position Descriptions
	20.01 Attachment 5, Position Descriptions, does not contain a Program Manager description. Please specify Program Manager qualifications as well as position description.
R20:	20.01 A position description for a Program/Project Manager will not be provided. Reference Article 5.3.1, subsection B, Management Proposal. Each offeror shall describe the management approach, strategies, policies, and procedures to provide flexible, effective, and efficient implementation of customer requirements; technical and schedule performance; and communicate with internal and external customers.
Q21:	Proposal Due Date
	21.01 Can the due date be delayed slightly? Since this is a Monday, to ensure FedEx delivers prior to 1000 on 6/8, the proposals will need to be shipped on 6/4/09.
R21:	21.01 No.
Q22:	Number of Awards
	22.01 Will there be more than one award?
R22:	<p>22.01 <u>Reference 04/13/09 Pre-Solicitation Positioning, Section, 2nd Paragraph,</u> It is for a separate stand alone contract. NASA/KSC intends to issue a single award...</p> <p><u>Reference, 2.10 (b), (2), page 14.</u> Any award resulting from this solicitation will be made to “a” HUBZone small business concern.</p> <p><u>Reference, 5.4 (a), 1st sentence:</u> The Government will award “a” contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.</p>
Q23:	Type of Set-Aside
	23.01 Is the solicitation to remain a HUBzone small business set-aside opportunity?
	23.02 As a woman owned small business concern, will our proposal be accepted or not considered?
R23:	<p>23.01 <u>Reference 04/13/09 Pre-Solicitation Positioning, Section, 3rd Paragraph, 1st Sentence,</u> This procurement is a total small business set-aside and is being offered for competition limited to eligible Hub-Zone concerns.</p> <p>Proposals are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's Hub-Zone Program.</p> <p><u>Reference, 2.10 (b), (2), page 14.</u> Any award resulting from this solicitation will be made to “a” HUBZone small business concern.</p> <p><u>Reference 5.3.4 (f) which states:</u> Copy of Small Business Administration (SBA) letter certifying the offeror as a HubZone business.</p> <p><u>Reference, 5.4 (a), 1st sentence:</u> The Government will award “a” contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.</p>
	23.02 Only Hub-Zone certified contractors are eligible for award. See 23.01 response.

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**Contract Table 1.3.1
Billable Rate Schedule**

Labor Category	Phase-in		Base Pd		Option 1		Option 2		
	ST Rate	OT Rate	ST Rate	OT Rate	ST Rate	OT Rate	ST Rate	OT Rate	
Subject to Service Contract Act:									
1	Accounting Clerk I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2	Accounting Clerk II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
3	Accounting Clerk III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
4	Administrative Assistant	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
5	Computer Based Training (CBT) Spec/Instr	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
6	Computer Systems Analyst I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
7	Computer Systems Analyst II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
8	Computer Systems Analyst III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
9	General Clerk I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
10	General Clerk II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
11	General Clerk III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
12	Personal Assistant I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
13	Personal Assistant II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
14	Personal Assistant III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
15	Secretary I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
16	Secretary II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
17	Secretary III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Exempt from Service Contract Act:									
18	Business Management Specialist	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

* The contractor shall submit a request for approval of overtime to the Contracting Officer prior to any overtime worked.

2.29 1852.233-70 PROTESTS TO NASA. (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

2.30 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel (shown below) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

- (1) Business Management Specialist
- (2) Program/Project Manager

(End of clause)

2.31 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)

2.32 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)

2.33 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

2.34 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)

2.35 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)

**2.36 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY.
(DEVIATION) (SEP 2007)**

**2.36.1 1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(JUL 1997)**

SECTION 5 – ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

5.1 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (JUN 2008)

5.2 PROPOSAL INSTRUCTIONS

5.2.1 PROPOSAL PREPARATION

Proposals shall be submitted in four volumes within the established page limitations as detailed in 5.2.2. Volumes shall be separately bound in appropriately sized 3-ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, RFP identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. Information shall not be incorporated by reference. A table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially. Offerors shall tab each subsection within each volume for ease of reference.

(End of provision)

5.2.2 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limit
Volume I - Technical Capability	
A. Incumbent Capture Plan	5
B. Management Proposal	12
C. Staffing Plan ¹	8
– Résumé (Key Personnel)	1 per résumé
– Letters of Intent	1 per person
D. OCI Preliminary Analysis	8
E. Phase-in Plan	5
Volume II - Price	None
Volume III - Past Performance	8
Volume IV - Model Contract [signed SF 1449 and completed model contract (Sections 1 - 4 and Section 6)].	None

Note¹ Staffing Plan page limit does not include resumes or letters of intent.

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. These limitations do not apply to Attachment 2, Labor IGE and Cost Templates.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

describe the degree of local autonomy granted to the KSC Institutional Support Services II (KISS II) program manager(s), any relationship to a parent organization, and any decisions or approvals that will be made outside the local organization. Descriptions of local autonomy shall also include as a minimum, identification of the organizational and geographical placement of authority to: Negotiate contract modifications; release completed work and vouchers to the Government; reassign work in response to varying workloads; hire, dismiss, promote, and demote personnel; select, administer, and terminate subcontracts; and provide training.

In accordance with Article 2.24 – 1852.223-72 “Safety and Health”, the contractor shall describe how the following Safety and Health concerns will be addressed: Office safety, ergonomic safety, hazardous communication training (required by OSHA), participation in center wide safety activities, and identify the individual that will serve as the contracts safety & health point-of-contact.

All management costs shall be incorporated into the fully burdened billable labor rates (i.e., indirect).

C. STAFFING PLAN

The offeror shall propose a staffing plan to accomplish the work described in the scope of work, page 5, and described in the sample SOWs, Attachment 4. The staffing plan shall include the proposed skill mix and proposed hours. To assist offerors in understanding the size of this effort, the Government’s estimates for each contract year are provided in Attachment 2 “Labor Independent Government Estimate (IGE)”. These estimates represent the Government’s approximation of the staffing levels needed for accomplishing the work. The staffing plan will be evaluated in the Technical Capability Volume. The labor rates and Labor IGE will be used to develop consistent total prices which shall be evaluated in the Price Volume. The proposed staffing plan shall be provided using the same format as Attachment 2, worksheet tab “Data Input”, Work Year Equivalents (WYE). A WYE represents the hours an average contractor/subcontractor employee reports to their assigned duty location, not including holidays and leave. The WYE for each period of performance is based on the following Government Estimate¹, which is based on the following maximum available work hours²:

	<u>IGE¹</u>	<u>Max Available Hours²</u>	
Base Pd	2,036	2,314	(represents a 13 month base period)
Option 1	1,872	2,080	
Option 2	1,879	2,088	

Include resumes for key personnel positions, identified in Article 2.31 on page 24, that are included in your staffing plan to be filled by a specific/named person who has committed to work on the proposed contract. (Resumes shall be included as an attachment to Volume I and limited to one page and will not be counted as part of the Staffing Plan page limitation). Include letters of commitment to staff the WYEs identified in the Labor IGE, reference Attachment 2.

D. OCI PRELIMINARY ANALYSIS

In accordance with NFS 1852.237-72, Access to Sensitive Information, offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. This analysis shall address organizational conflicts of interest that might arise because the offeror has access to other companies' sensitive information, and shall address specific methods to control, mitigate, or eliminate all problems identified. If selected for award, the offeror shall submit for Government approval a comprehensive Organizational Conflicts of Interest Mitigation Plan in accordance with clause 2.22 “ORGANIZATIONAL CONFLICTS OF INTEREST MITIGATION PLAN”.

E. Phase-in Plan

The offeror shall describe the overall strategy and approach and time period proposed for ensuring a smooth and seamless transition of personnel for effective and efficient operations and without any disruption in services. The offeror’s phase-in plans shall include the phase-in time required for badging requirements and background checks, as indicated in FAR 52.204-9, the method by which current technical directives will be transitioned to the new contract with minimal impact, and any other issues deemed critical to a successful transition from current contracts to this follow-on effort.

5.4 52.212-2 EVALUATION - COMMERCIAL ITEMS. (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Technical Capability
- (2) Price
- (3) Past Performance

Technical Capability is significantly more important than Past Performance. Technical Capability and Past Performance, when combined, are equal to price.

Within Technical Capability, the following subfactors shall be used to evaluate offers (listed in descending order of importance):

- A. Incumbent Capture Plan
- B. Management Proposal
- C. Staffing Plan
- D. OCI Preliminary Analysis
- E. Phase-in Plan

There are no subfactors under Price and Past Performance.

(b) Options. The Government will evaluate offers for award purposes by adding the total price proposed, including options. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

5.5 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Indefinite-Delivery Indefinite-Quantity contract with Time and Materials type task orders contract resulting from this solicitation.

(End of provision)

**5.6 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--
COMMERCIAL ITEM ACQUISITION. (FEB 2007)**

5.7 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

5.8 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)