

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. 002		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 as follows: The requirement for the non key personnel letters of commitment, included under amendment 001, was to permit assurance of the offerors intent to comply with Article 2.41 of the RFP, Executive Order 13495 - Nondisplacement of Qualified Workers under Service Contracts (Jan 2009). However, in lieu of the letters of commitment, the offerors need only explain how they intend to comply with Executive Order 13495 and the process for capturing incumbents outlined in paragraph (c) of the Executive Order. As a result, RFQ pages 40 & 41 have been revised (ref. attached replacement pages). The due date for receipt of offers has been extended to 10:00 AM LT 06/10/2009.

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		

### 5.3 PROPOSAL CONTENT

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors and subfactors provided in section 5.4. The items listed are not, however, all-inclusive, and offerors should therefore include in their proposals any further discussion that they believe to be necessary or useful in demonstrating their ability to understand and perform the work under the contemplated contract. Proposals shall be specific, detailed, and comprehensive enough to clearly and fully demonstrate your understanding of the requirements and the inherent risks associated with the objectives of this procurement. Proposals will be evaluated on the completeness and quality of the information provided to demonstrate the offeror's qualifications in terms of experience, capability, and proposed approaches to meet the requirements described in the scope of work, page 5, and utilizing the sample statement of works (SOW), attachment 4. It is the responsibility of each offeror to demonstrate the overall quality of their proposed methodologies to perform all of the required tasks and how their experience matches the SOW requirements.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate.

(End of provision)

#### 5.3.1 VOLUME I – TECHNICAL CAPABILITY

The Technical Capability shall be submitted in one volume and shall be divided into the following major sections:

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

##### A. INCUMBENT CAPTURE PLAN

The offeror shall indicate the planned incumbent capture rate as a percentage of the total workforce, the basis of this rate and the methods proposed to recruit and hire incumbents. The offeror shall discuss how its plan complies with Executive Order 13495 – Nondisplacement of Qualified Workers under Service Contracts (page 26), and how it will incorporate the incumbent capture process outlined in paragraph (c) of the Executive Order. The offeror shall also describe the plan to recruit the remainder of the required workforce, and identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from (including both offeror and subcontractors) outside recruitment (other than incumbent workforce), and internal labor resource (corporate or company wide other than incumbent workforce).

##### B. MANAGEMENT PROPOSAL

The offeror shall describe the proposed 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. The offeror shall propose a process for recruiting and selecting replacement and/or additional personnel necessary to maintain or accommodate short-term and long-term increases and decreases in the level of support that might arise. This discussion shall include the approach to accommodating workload adjustments through the cross-utilization of personnel, use of existing corporate resources, and other plans which demonstrate the flexibility to respond to fluctuating requirements.

The offeror shall provide charts depicting the proposed organizational structure, including any associations with corporate or division organizations and subcontractors and describe how the organizational structure provides clear internal and external lines of authority. The offeror shall also

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 Estimate<sup>1</sup>, which is based on the following maximum available work hours<sup>2</sup>:

	<u>IGE<sup>1</sup></u>	<u>Max Available Hours<sup>2</sup></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).

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.