

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 3

2. AMENDMENT/MODIFICATION NO. 03  
 3. EFFECTIVE DATE \_\_\_\_\_  
 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_  
 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY \_\_\_\_\_ CODE \_\_\_\_\_  
 NASA/John F. Kennedy Space Center  
 Office of Procurement  
 Mail Code OP  
 Kennedy Space Center, FL 32899

7. ADMINISTERED BY (If other than Item 6) \_\_\_\_\_ CODE \_\_\_\_\_  
 NASA/John F. Kennedy Space Center  
 Office of Procurement  
 Mail Code OP  
 Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) \_\_\_\_\_  
 (X) 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 NNK09ZOS200R  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 Sep 4, 2009  
 10A. MODIFICATION OF CONTRACT/ORDER NO. \_\_\_\_\_  
 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 \_\_\_\_\_ 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"/>	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 \_\_\_\_\_ 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 outlined in the attached "Summary of Changes."

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
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	10/15/2009
	(Signature of Contracting Officer)

**NNK09ZOS200R  
Amendment 3 - Summary of Changes**

The purpose of this amendment is to make the following provide answers to questions concerning the Request for Proposal and provide replacement pages 181 and 258.

	Question or Comment	KSCVC SEB Response
1.	<p>The financial forms D (Labor Costs), E (Labor Hours), and F (Labor Rates and Overhead) all contain seven general classifications for structuring financial disclosures. Form G contains only six classifications as it is missing the category "Management" which details SOW 1 expenditures. Should we add "Management" as a classification to form G in order to be consistent with the other forms or was this category left off of form G intentionally?</p>	<p>In developing the financial forms for the RFP, Form G, which is Materials, Supplies and Equipment, did not include the "Management" category - as it was believed that materials, supplies, etc. would be largely contained within the other operational categories - such as materials to build a new exhibit, supplies used to run an accounting office, or equipment used for maintenance, etc. However, it is conceivable that a company's accounting system may accumulate supplies or equipment within a "Management" account rather than another departmental account. In addition, since the other financial forms to a large extent mirror the SOW's WBS, it is logical and appropriate for Offerors to add "Management" to Form G - especially if they believe they may allocate supplies, materials or equipment to this WBS category.</p>
2.	<p>We are concerned with the 12-point font requirement set forth in Instructions to Offerors. Much of the information in the Financial Volume is in spreadsheet/Excel format and in order to get that information on the page within the spreadsheet tables, we need to reduce the size of the text. Is 12-pt font required for the information within the financial volume or can we go lower on that font size?</p>	<p>The font size is discussed in the Instructions to Offerors in relation to the definition of what constitutes a "page." However, since there is no page count requirement in the Financial Volume, font size is irrelevant in that particular instance. Financial and Staffing forms have been included in a list of proposal elements in Instructions to Offerors, page 181, paragraph 3.d. that are excluded from the 12-point font requirement but must be at least 8-point font. A replacement page 181 is included in this Amendment 3.</p>
3.	<p>Financial Consideration (F-2) p.231, provides for Concessioner projected contributions to the KSCVC <b>trust accounts</b> (emphasis supplied) and the Government will evaluate the proposed initial Concessioner Capital Investment (CCI).</p> <p><b>ARTICLE 6 - CONCESSIONER CAPITAL INVESTMENTS</b>, Para 6.3.3 - states in pertinent part that "In the event that this Concession Agreement is terminated for default ... the Government will require the successor, <b>if any</b> (emphasis supplied) to pay the Concessioner</p>	<p>There is no further comments/guidance to provide above what is contained in the RFP articles you reference.</p>

	<p>the unamortized principal amount of the Concessioner's capital investment ....</p> <p><b>ARTICLE 22 - TERMINATION</b>, Para. 22.1.5 - provides, in pertinent part "that such termination of this Concession Agreement shall not terminate any right by the Concessioner to (a) recover its unamortized Concessioner Capital Investment from a successor Concessioner ....</p> <p>Para.22.3.2 - provides, in pertinent part "If a successor cannot be obtained, the PVP will be stopped and all Concession Activities covered by this Concession Agreement will cease."; further, "the Government,...,has no liability to continue the Concessioner Capital Investment Amortization payments, set forth in Article 6, from appropriated or <b>other funds</b> (emphasis supplied).</p> <p><b>ARTICLE 5 - IMPROVEMENT ACCOUNTS</b>, Para. 5.3 - provides, in pertinent part, "In the event this Concession Agreement expires or is terminated, ..., <b>all</b> funds in the Trust Accounts shall either be paid over to the Trust Accounts of a successor Concessioner, or at the option of the Contracting Officer, <b>be paid to the U.S.Treasury</b>. (emphasis supplied).</p> <p>Our concern regarding our CCI is that if our Agreement with NASA is T for D and no successor is willing to commit to taking over the PVP Concession Agreement we will lose all of the unamortized balance of our CCI even though our CCI funds are still in the Trust Accounts, because the only option remaining to the C.O. in Article 5, Para 5.3 is to pay all the funds remaining in the Trust Accounts to the U. S. Treasury.</p> <p>We would appreciate your comments/guidance on this matter.</p>	
<p>4.</p>	<p>Schedule of Articles 11.6.4.3 appears to be incomplete. Please provide any missing text. Will you be issue a replacement page?</p>	<p>A replacement page 258 is provided which contains the missing text for Article 11.6.4.3.</p>

to ensure their proposal arrives at the CIAO prior to the date and time set receipts of proposal.

- E. Offerors using commercial couriers to submit their offers are responsible for instructing the couriers to deliver the proposals in accordance with this provision. Offerors are also advised to provide the courier with the building number (N6-1009) and room number (102) of the CIAO.
- F. All proposals delivered in response to this solicitation shall reflect the following information on the address label:
  - 1. Solicitation NNK09ZOS200R
  - 2. The legend, "To be delivered unopened to the Contracting Officer", and
  - 3. The volume and copy numbers contained in each box.
- G. Oral proposals and presentations will not be accepted.

### 3. GENERAL PROPOSAL INSTRUCTIONS

- A. Proposals shall be submitted in seven volumes listed in paragraph 4. Each hard copy volume must be contained in separate three-ring binder.
- B. The page limitation shown in paragraph 4, below, for each volume is the maximum number of pages, which may be submitted in that volume. No material may be incorporated by reference. Each sheet, tab, or divider, containing proposal material will be counted as a page.
- C. A suitable table of contents (excluded from the page limitations) shall be provided with each volume for ready reference to sections, figures, and illustrations.
- D. Non-text illustrations, captions, figures, tables, graphics, financial and staffing forms shall use a font no smaller than 8-point.
- E. Printed pages and illustrations must be legible and no larger than 11" x 17" foldouts, as appropriate for the subject matter. Foldouts are considered part of the page limitations. Each foldout shall be printed on one (1) side only and shall count as two (2) pages.
- F. All pages of volumes I, II, III, IV, V, VI, and VII shall be numbered and identified with the Offeror's name, Solicitation Number, and date. In addition, for each copy of each proposal volume the Offeror shall identify with the following legend the copy number for each volume (legend: Volume \_\_, Copy \_\_ of \_\_). Subsequent revisions, if requested, shall be similarly identified to show revision number and date.
- G. The format for each proposal volume should parallel, to the extent possible, the format of the evaluation factors and subfactors contained in the "Evaluation of Offers and Award of

contributor, and subject to the consent of the Contracting Officer. The agreement shall include a description of the contribution and the recognition to be given to the contributor. The Concessioner shall not accept any contribution until the Contracting Officer's consent of the proposed agreement is obtained.

11.6.4.4. The agreement for any property given outright shall specify that the gift is unconditional and that title to the property shall pass to and vest in the Government upon receipt and acceptance of the property by the Concessioner.

11.6.4.5. The agreement for any loaned property shall specify the duration of the loan and the responsibilities of the parties for matters such as accountability, control, use, maintenance, repair, restoration, loss, and damage. If the contributor requires protection against risks of loss or damage, the cost of such insurance shall be borne by the contributor.

11.6.4.6. The agreement for any services to be performed at KSC must comply with applicable laws, regulations, and KSC policies.

11.6.4.7. Contributed funds shall be deposited by the Concessioner to an appropriate Improvement Account as proposed by the Concessioner and approved by the Contracting Officer. Account records shall separately identify these contributions.

## **11.7. New Services And Activities**

11.7.1. The Government may request or direct the Concessioner to provide new or additional (other than described elsewhere in this Concession Agreement) activities of the general character of those described elsewhere in this Concession Agreement, as the Government may consider desirable for the accommodation and convenience of the public.

11.7.2. The Government reserves the right to award new or additional activities to others if it is in the Government's best interest.

11.7.3. Nothing contained in this Concession Agreement shall be construed as prohibiting or curtailing operations conducted at KSC by other parties authorized by the Center Director to provide services for KSC employees or the public.

11.7.4. If the Government requests or directs the Concessioner to provide new or additional activities not contemplated in the SOW or other parts of this Concession Agreement, consideration for the performance of such new or additional activities shall be determined in accordance with General Provision 6, entitled "Changes."