AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
003	SEE BLOCK 16C	4200361110	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	KSC	Same as Block 6	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
To all potential offerors	☒	NNK11361110R 9B. DATED *(SEE ITEM 11)* 02/22/2011
	☐	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 (1) one 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 ACKNOWLEDGEMENT 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 you 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)*
Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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.
☐	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).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (1) one 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 Amendment 003 is to make the following changes:

1. Provide potential offerors with responses to additional Final RFP questions as an attachment to amendment 003.
2. Clause I.17, page 60:
   Revise NFS 1852.204-76, Security Requirements for Unclassified Information, to reflect January 2011 changes, refererence change bars on pages 60 and 61. Pages 60 – 64 have been replaced and incorporated into subject solicitation.
3. Provision L.20(a) and L.20(b), page 103:
   Replace EST with KSC local time, reference change bars on replacement page 103.
4. Provision L.22, page 109, 110 and 111:
   (1) Change 5 years to 3 years under provision L.22, L.22(b) and L.22(c);
   (2) Clarify statement, by adding "recent and relevant" contracts (limited to 20 contracts); and
   (3) modify bulleted items under provision L.22(a).
   Reference change bars on replacement page 109, 110 and 111.
5. Attachment J-01, requirement 4.3.2, item 3, page 46: Removed and reserved item 3.
6. All other information within the RFP, including the due date for offers, remains unchanged.

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)*	
		Ellen Lamp, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY //Original Signed By// *(Signature of Contracting Officer)*	16C. DATE SIGNED 03/25/2011

Final RFP Item	Final RFP Section	Page #	Line #	Final RFP Question	NASA/KSC Disposition
1	L.20(a)	103		Please clarify if the delivery time is EST or EDT.	Instructions for the time of delivery, provision L.20(a) and L.20(b), page 103, will be revised under Amendment 003.
2	Past Performance			We are part of a Joint Venture that will be submitting a response to RFP NNK11361110Ra. One of our subcontractors has requested that their responses for the past performance volume be allowed to be sent via sealed package to NASA KSC as slip pages to our JV's submission. Since we have not had a request of this nature, we are unsure if NASA allows this and if we do so, will we remain compliant with the RFP guidelines. If allowed, are there any additional guidelines we need to follow such: 1. May the sealed package be sent directly to NASA KSC per section L or should the sealed package be included in with the JV's submission? 2. Are there any special notations that must be included on both the slip pages and the JV submission? Would you please let us know if NASA will support the use of separately submitted slip pages?	Per Provision L.19(b) each volume shall provide complete coverage of the topic, including responses to each item described in the proposal instructions. Slip pages will not be accepted for initial proposals.
3	L.20(a) Past Performance			Since proposals are due April 22, 2011, will any past performance volume, or any past performance questionnaires received after 1200 on April 1, 2011 be considered non-responsive/late, or be looked upon unfavorably?	The Past Performance (Volume II) is requested 21 days prior to the proposal due date of April 22. Offers will not be considered late unless they arrive after 12:00 Noon KSC local time on April 22. Early receipt of the past performance volume facilitates the Government's objective to complete the evaluation process in a timely manner and achieve a contract start on November 1, 2011.

Final RFP Item	Final RFP Section	Page #	Line #	Final RFP Question	NASA/KSC Disposition
4	L.22(a) Provision: Volume II Past Performance	109		Instructions located at Section L.22(a): Offerors shall include a table depicting a list of all contracts valued over $5 million dollars, in the last three (3) years containing the following information… Question: Would you consider not making this table part of the page limitation? If the request is for the offeror to list ALL contracts, this significantly consumes a large portion of our 25 page limit, before we are able to respond to the other components of this volume. Also considering that this information is to be provided for subcontractors.	Instructions for completing the table, provision L.22(a), page 109 and 110, will be revised under Amendment 003. The proposal page limitations, based on the Amendment 003 changes, are considered adequate by the Government for offeror's to provide the information requested by the solicitation.

Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, attachment J-19.

(End of clause)

I.17 1852.204-76 Security Requirements for Unclassified Information Technology Resources (JANUARY 2011)

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: http://www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security

Awareness training. Refer to the IT Training policy located in the IT Security Web site at https://itsecurity.nasa.gov/policies/index.html.

(d) The contractor shall afford Government 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 a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) 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 in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

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I.18 1852.215-84 Ombudsman (OCT 2003)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Mr. Kelvin Manning. Address: Kennedy Space Center, Mail Code: AA-B, Kennedy Space Center FL 32899. Telephone Number: (321) 867-2346, Facsimile Number: (321) 867-8807. Email: Kelvin.M.Manning@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at Telephone: (202) 358-0445, Facsimile Number: (202) 358-3083 or via e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

I.19 1852.237-71 Pension Portability (JAN 1997)

(a) In order for pension costs attributable to employees assigned to this contract to be allowable costs under this contract, the plans covering such employees must:

Offerors are advised that nothing in the above instructions authorizes the submission of alternate proposals.

L.19(m) The Government may also include selected capabilities and implementation approaches (i.e. proposed approaches to meeting the requirements) in the contract. Offerors are advised that they may be required to implement any approach described in their Mission Suitability Volume.

(End of provision)

L.20 Delivery Instructions for Proposals

The instructions provided in the following paragraphs apply to delivery of the Proposal. However, the Past Performance Volume is requested earlier than the rest of the proposal, reference (a) below.

L.20(a) **Past Performance Volume II**

The Offeror is requested to submit Past Performance Volume II, to arrive at the CIAO Building no later than 12:00 PM (noon) KSC local time, Friday, April 1, 2011; which is 21 days prior to the proposal due date.

L.20(b) **Proposal Due Date**

All offers shall be delivered by 12:00 PM (noon) KSC local time, Friday, April 22, 2011.

L.20(c) **Methods of Proposal Delivery** – Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

- Hand-carried delivery by company employee or other individual agent
- U.S. Postal Service and Commercial Delivery Service

The Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated in L.20(b) above. Offerors are hereby notified that heightened and varying security requirements may delay access to the building; however such circumstance will not provide a basis for acceptance of a proposal that arrives at the place specified after the date and time specified in this solicitation for proposal receipt.

L.20(d) **Delivery Address for Hand-Carried Offers:**

All hand-carried offers shall be delivered, by the due date and time referenced in provision L.20(b), to the:

NASA/KSC Central Industry Assistance Office (CIAO)
Building N6-1009
7110 N. Courtenay Parkway (SR3)
Kennedy Space Center, FL 32899

The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC. Access to the KSC, and a security clearance to access the CIAO, is not required.

(i) Describe policies and procedures to be used to attract and recruit, staff, train, certify, and retain a highly qualified workforce.

L.21(b)(5) **Safety and Health**

Discuss its approach to meeting the safety and health requirements of the PWS and shall demonstrate an in-depth understanding of safety and health policy, requirements, and operations. Additionally, the Offeror shall provide a draft safety and health plan in accordance with Provision L.11 and the Safety and Health Plan data requirements document (DRD) 1.2-1.

L.21(b)(6) **Risk Management**

Provide an assessment of relevant risks associated with the Offeror's management approaches to Contractor transition/phase-in; contract administration and execution; and performance of PWS requirements. Risk areas to be addressed include, but are not limited to, safety and health; technical performance; cost; schedule; security; the need to involve foreign sources (Offeror and/or Governmental); export control; and environmental considerations. This assessment should discuss the sources of risk; provide criteria for and evaluate risk attributes such as probability and impact, and propose mitigation strategies.

(End of Provision)

L.22 Volume II – Past Performance

The Offeror shall submit past performance history in the following format and sequence to include all information prescribed below for the Offeror and for each entity that is a part of the proposed team (teaming arrangements and major subcontractor(s) associated with this offer, etc.). Major subcontractors are defined as subcontracts valued at $15 Million or more of the work for the entire contract period, including options. The Offeror shall describe past performance on recent contracts (performed within the last three (3) years) similar in size, content, and complexity to requirements of this RFP where characteristics such as technical excellence, responsiveness, safety, communication, and management were successfully implemented. The Offeror shall specifically provide a discussion of the relevant contract technical requirements, any unique schedules requirements, cost performance, problems encountered and initiative in problem resolution and overall performance. The Offeror may submit additional information at its discretion (within page limits) if it considers such information necessary to establish a record of relevant performance. The Offeror shall also provide a generic release that can be used, if necessary, in contacting other companies listed in its Contract List or otherwise identified during the course of the evaluation.

L.22(a) Offerors shall include a table depicting a list of their most recent and relevant contracts (limited to 20 contracts), valued over $5 million dollars, in the last three (3) years containing the following information:

- Contract Title
- Contract Number
- Brief Description of Work
- Period of Performance

- Place of Performance
- Average Number of Employees on the contract per year
- Type of Contract
- Contract Value (original value, present and final value)
- Method of acquisition (competitive or sole-source)
- Identify any contracts where options were not exercised
- Indicate if company was the prime or subcontract and
- Two customer (2) Points of Contact with current phone numbers
- If terminated (for convenience or default), provide a discussion of the circumstances leading up to and the decision for the termination

L.22(b) The Offeror shall request past performance questionnaire, reference attachment L-03, information on no more than three (3) previous or current contracts and no more than three (3) for each proposed subcontractor that will perform $15 million or more of the work for the entire contract period, including options. For contracts where questionnaires have been requested, the Offeror shall include the information bulleted above and the items identified below in the past performance volume:

(1) The Offeror shall cite experience on the 3 current contracts or contracts completed in the last 3 years with special emphasis on the experience that is relevant to this effort.

(2) The Offeror shall describe how the respective contract is similar in size, content, and complexity to the KPSC requirement. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.

(3) Reserved

(4) The Offeror shall provide a discussion of its past performance and experience in recruiting, staffing, certifying and retaining a highly qualified work force, including key personnel and critical skills.

(5) The Offeror shall discuss its overall accomplishments and performance under the contracts described above. The discussion shall include any major technical problems and how they were overcome and whether any deliveries were not on time and the corrective actions taken.

(6) The Offeror shall discuss its Labor Union experience (number of CBAs negotiated or assumed). The discussion shall include how the Offeror has worked with labor unions to resolve labor issues, including the number of formal arbitrations in progress or concluded.

L.22(c) The Offeror and major subcontractors shall ensure that completed Past Performance Questionnaires for at least 3 contracts, preferably containing some or all of the functions defined in the PWS, if such experience exists, are submitted to the Contracting Officer prior to the submission of the Past Performance Volume. Include Contracts for predecessor companies, joint ventures, and proposed subcontractors. Do not include contracts completed more than 3 years ago. Include contracts, where possible, performed within the U.S., especially those where the work was similar or the same as the effort to be performed under this contract. Past performance questionnaires shall be sent to current and past customers for submission to the Contracting Officer. Completed questionnaires should be submitted by the current and past customers prior to the due date of the Past Performance volume due date identified in provision L.20(a).

In accordance with FAR 15.305(a)(2)(ii) the Offeror is authorized to provide information on problems encountered on the identified Contracts and the Offeror's corrective actions.

Note: Offerors shall ensure that phone numbers provided for references are current and correct.

L.22(d) The Offeror shall provide the following information on safety performance for the last 3 years.

(1) A statement referencing any OSHA citations of the Offeror's operations.

(2) Copies of OSHA Form 300a, Summary of Work-Related Injuries and Illnesses, for comparable contracts.

(3) Safety performance experience, including worker compensation claims and Experience Modification Rates.

L.22(e) The Offeror shall provide a statement and explanation of citations for environmental violations that were received as a result of the company's performance during the last 3 years. This should include violations that any customer received as a result of the Offeror's performance.

L.22(f) The Offeror shall provide substantiating past performance of previous phase-ins of similar complexity.

L.22(g) The Offeror is responsible for ensuring that questionnaires are completed and provided to KSC to meet the stated deadline. In addition to these customer references, the NASA past performance database and references known to the Government will be checked as deemed necessary. Instructions for completing the Past Performance/ Interview Questionnaire Forms are contained on the form, reference attachment L-02 and L-03.

(End of Provision)

4.3.2 Information Security (INFOSEC) and Communications Security (COMSEC)

INFOSEC and COMSEC concern the safeguarding and processing of national security classified information in accordance with federal law, including, EO 12958, the National Industrial Security Program Operating Manual (NISPOM), Information Security Oversight Office (ISOO), and COMSEC regulations. Some of these tasks require a TOP SECRET clearance.

The Contractor shall:

1. Operate and maintain the KSC classified document control and destruction program. Conduct inspections of classified document containers, conduct classified custodian training and briefings, provide customer advice regarding declassification, and process Form DD 254s, *Contract Security Classification Specification*. Maintain a current list of KSC accountable record custodians and locations of all classified document containers. Ensure classified material obtained or created by NASA and its various contractors is properly identified.

2. Conduct a new hire briefing and a triennial briefing for uncleared employees.

3. Reserved.

4. Reproduce classified material in support of real-time requests.

5. Utilize tools and equipment required for the proper destruction and disposal of documents and media of various classification levels.

6. Conduct 100% annual classified document inventory and provide results to PSO.

7. Ensure proper storage of various levels of classified documents in storage containers and devices according to applicable policies and procedures.

8. Provide COMSEC services to support KSC requirements.

9. Support and troubleshoot technical classified systems and networks including Joint World-Wide Intelligence Communications Systems (JWICS), Secret Internal Protocol Router NETwork (SIPRNET), and associated COMSEC voice and Secure Tele-conferencing Equipment (STE).

10. Develop, track and administer required annual COMSEC Training for both civil servants and participating contractors.

11. Report any COMSEC violations in writing to the COMSEC Account Manager (CAM) or Alternate CAM (ACAM) within 2 hours.