

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt, MD 20771	CODE 210.I	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt, MD 20771	CODE 210.I		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) All Offerors				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. NNG12364774R	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 04/19/2012
				<input type="checkbox"/> 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 1 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 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The solicitation is revised to incorporate the following changes: See Continuation Pages.

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) Debra C. Kaelberer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. Part 4.1 of the RFP, List of Attachments, page 42, is amended to revise the dates where changes have been made to the attachments. Attachment A, Statement of Work; Attachment C, Installation Accountable Government Property; Attachment D, Uniforms and Equipment Requirements; and Attachment M, DD 254 have been revised. Remove page 42 and replace with the attached.
2. Part 5 of the RFP is amended to clarify the period of performance for phase-in at IV&V and the date that full performance begins at IV&V. The following changes are made:
 - Part 5.2.14, Technical Merit Volume, paragraph (d) Phase-In Plan is amended to change the date that full performance begins at IV&V from October 1, 2013 to September 30, 2013.
 - Part 5.2.16, Price Volume Instructions, paragraph (e) is amended to state that offerors are to provide phase-in pricing for IV&V for the period 8/1/13 through 9/29/13 plus one (1) day of full performance on 9/30/13.

Remove pages 54 and 57 of the RFP and replace with the attached.

3. Part 5.2.14, Technical Merit Volume, paragraph (b), top of page 54, is revised from "Lenel personnel" to "personnel qualified to work on Lenel systems".
4. Part 5.2.16 of the RFP, Price Volume Instructions, is amended to instruct offerors to include the RFP Price Schedule (Part 2.1 of the RFP) in the Price Volume. A new paragraph (a) has been added and all other paragraphs under 5.2.16 have been renumbered. [NOTE: Part 2.1, the Price Schedule is also part of the Offer Volume.] Remove page 56 and replace with the attached.
5. Part 5.2.17 of the RFP, Exhibits, is revised to add an Electronic Security System (ESS) Parts List to Exhibit 3. Exhibit 3 has been renamed from "Workload History" to "Workload History and Electronic Security System (ESS) Parts List". This entire exhibit is provided for informational purposes only and does not represent actual or known requirements under this new contract. Remove page 57 of the RFP and replace with the attached. Remove entire Exhibit 3 and replace with the attached.
6. Attachment A, Statement of Work, has been revised as follows:
 - a) Add to Section 1.0:
 - j. Assist in the preparation and presentation of security awareness, crime prevention, and other security briefings (SECRET and TOP SECRET), as required;
 - k. Assist with special events and International Visitor coordination

- b) Add to Section 2.2: The contractor shall also have designated personnel cleared to the TOP SECRET level that are performing functions designated by the Government.
 - c) Add to Section 3.2.2, Required Training and Recertification: The Contractor shall ensure all Security Police Officers are certified in First-Aid, Cardiopulmonary resuscitation (CPR), and Automatic External Defibrillators (AED) for adults and children. CPR and AED Training shall be provided by the Contractor.
 - d) Add to Section 5.8: The Contractor shall also input fingerprint results into IDMAX.
 - e) Add new Section, 5.18: Industrial Security.
 - f) Section 6.1, Document Destruction, has been deleted under Section 6.0 and moved to Section 10.4 since document destruction only applies to Greenbelt.
 - g) Section 10.3.1, Uniformed Operations, has been amended to clarify requirements for mobile patrols and to change terminology from "holidays" to "federal holidays".
 - h) Section 10.3.3, Emergency Medical Technicians, has been amended to remove the Automatic External Defibrillators (AED) requirement from this section. A new Section has been added to 10.3.4, 12.3.4, and 13.3.3 to address AED requirements.
 - i) Section 12.2, Emergency Management, paragraph (a) has been amended to change "holidays" to "federal holidays".
 - j) Section 12.3.1, Uniformed Operations, as been amended to change the listed holidays under Building One and Building Two from "New Year's Day, July 4th, Labor day, Thanksgiving and Christmas" to "all federal holidays".
 - k) Section 12.3.3, Access Control/Locksmith, has been amended to remove "Locksmith" from the section heading.
 - l) Section 13.3.2, Access Control/Locksmith, has been amended to remove "Locksmith" from the section heading.
 - m) Sections have been renumbered to account for the Statement of Work changes. Remove entire Attachment A and replace with the amended Attachment A.
7. Attachment C, Installation Accountable Government Property (IAGP) has been revised to add NASA Security Police Badge metal shields as IAGP at each of the locations. Additional defibrillators have been added to the list of IAGP at Greenbelt and IV&V. Remove Attachment C and replace with the new Attachment C.

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8. Uniform and equipment requirements have changed (different uniform color, the NASA Security Police Badge metal shield will be provided by the Government). Remove Attachment D, Uniforms and Equipment Requirements, and replace with the new Attachment D.
9. Attachment M, DD 254, is updated to include work functions that require top secret clearance and top secret/SCI clearance. Remove Attachment M cover page and pages 1 and 2 of the DD form and replace with the attached.

End of Amendment One

**PART IV
CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

4.1 LIST OF ATTACHMENTS

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

Attachment	Description	Date	No. of Pages
A	Statement of Work	5/15/12	65
A.1	Protective Services Position Descriptions/Title Guidelines	3/29/12	2
A.2	NASA Protective Services Training Academy (NPSTA) Curriculum	12/30/11	4
A.3	Specific Training	12/30/11	2
B	Security Police Officer Qualifications	12/30/11	2
C	Installation Accountable Government Property	5/15/12	19
D	Uniforms and Equipment Requirements	5/14/12	4
E	Medical Examination for Security Police Officers Which Also Serve as First Responders	3/29/12	7
F	Physical Fitness Requirements	4/11/12	1
G	Psychological Requirements	12/30/11	1
H	Drug Testing and Drug and Alcohol Free Workplace Requirements	1/6/12	1
I	Deliverables for All Locations	4/13/12	3
J	PIV Requirements	12/30/11	4
K	Acronyms List	1/6/12	4
L	Performance Requirements Summary and Deductive Table	2/8/12	2
M	DD 254	5/3/12	5
N	Wage Determinations:		
N.1	• WD #: CBA-2011-4419 (Rev. 0) (GB)	8/17/2011	36
N.2	• WD #: CBA-2011-4431 (Rev. 1) (WFF)	3/15/2012	40
N.3	• WD #: 2005-2103 (Rev. 11) (PG, MD)	6/13/2011	10
N.4	• WD #: 2005-2095 (Rev. 11) (Accomack, VA)	6/13/2011	10
N.5	• WD #: 2005-2573 (Rev. 14) (WV)	6/13/2011	10
N.6	• WD #: 2005-2375 (Rev. 11) (New York, NY)	6/13/2011	10
O.1	Key Personnel Qualifications	*TBP	*TBP
O.2	Qualifications for Shift Supervisors & Lenel Personnel	*TBP	*TBP
P	Safety and Health Plan	*TBP	*TBP
Q	Quality Control Plan	**TBS	**TBS
R	Organizational Conflicts of Interest Avoidance Plan	**TBS	**TBS
S	IT Security Management Plan	**TBS	**TBS
T	IT Security Applicable Documents List	January 2012	4

*TBP = To Be Proposed as part of the technical merit proposal

**TBS = To Be Submitted within 30 days after the contract effective date

(End of Text)

Police Officer) and personnel qualified to work on Lenel systems. Offerors need to address the minimum requirements in the position qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements such as licensing, certification levels, minimum education and minimum experience required for the position. Position qualifications will be incorporated into the resultant contract as Attachment O.2.

(c) **ORGANIZATIONAL STRUCTURE.** If subcontracting arrangements and/or joint venture agreements are proposed the following needs to be addressed in the narrative:

- Clearly delineate the approach for overall management and integration of the proposed contractual arrangement (i.e. subcontracting, joint venture).
- Where use of subcontractors is proposed, clearly distinguish between the prime and subcontractor's work and responsibilities. Specifically identify which SOW functions are being subcontracted. If this varies by location, be specific as to what functions are being performed by subcontractors. The Offeror shall detail the functional areas and functional split of responsibilities including the potential percentages of work to be performed.
- Explain your basis for selecting each of the subcontractors and/or joint ventures. Explain the benefits of each arrangement to the Government versus performance in-house.
- Explain subcontractors' and/or joint venture interfaces to your organizational structure and how you will effectively manage each subcontract/joint venture.
- The Offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract and/or the joint venture arrangement.

(d) **PHASE-IN PLAN.** Provide a detailed phase-in plan that addresses the Offeror's approach to phase-in sufficiently to ensure continuity and a smooth transition with the incumbent Contractor during the 62-day phase-in period for GB, GISS, and WFF, and the 61-day phase-in for IV&V. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract (with the exception of IV&V where full performance begins on this contract on September 30, 2013). The phase-in plan shall include all four locations and shall specifically address the following:

- A schedule showing the events that will occur during phase-in and associated milestone dates and the management team's involvement.
- Recruitment efforts to obtain a qualified staff.
- Expected number of personnel to be hired from incumbents, those to be transferred from within the Offeror's own organization, and those from other sources including subcontractors and provide the rationale for this approach.
- Explain how the Offeror will obtain a fully staffed workforce and comply with the secret clearance (or interim clearance) requirement for each employee prior to beginning work at GSFC. Also address how the Offeror will handle the processing of Personal Identify Verification (PIV) requirements (see Attachment J).
- Identify what, if any, dependency upon the incumbent contractor is assumed in the phase-in plan.
- Identify the extent of NASA personnel involvement during the phase-in period.

(e) **SAFETY AND HEALTH PLAN.** The Offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The Offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety,

Offerors shall also submit past performance information for subcontractors/joint venture arrangements that will perform major or critical aspects of the requirement when such information is relevant to this procurement. For the purpose of this solicitation, a proposed significant subcontractor is defined as a proposed subcontract that is estimated to meet/exceed an average annual contract amount of \$1.5M.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the Offeror's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

Offerors should ensure that the contact information provided in Exhibit 1 is correct and that the individuals are available for the Government to contact.

References submitted may be Governmental (federal, state, or local) or private sector contracts. Offerors should submit past performance information that demonstrates their ability to perform the proposed effort.

Offeror shall identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance volume instructions.

(End of provision)

5.2.16 PRICE VOLUME INSTRUCTIONS

- (a) This volume consists of the entire completed Price Schedule from Part 2.1 of the RFP; a completed Exhibit 2, "IDIQ Evaluation"; phase-in pricing for GB, WFF, & GISS; and phase-in pricing plus one full day of performance at IV&V.
- (b) The minimum wage rates and fringe benefits applicable to this contract are outlined in Attachment N, Department of Labor (DOL) prevailing Wage Determinations and/or the predecessor Contractors' Collective Bargaining Agreement (CBA).
- (c) Offerors are **NOT** to include in their prices any allowance for any contingency to cover increased costs for which adjustments are provided for under the contract (reference FAR clause 52.222-41, Service Contract Act of 1965, and FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)). Increases to Supervisor wages and benefits are not subject to contract price adjustments in the subsequent periods of performance under FAR 52.222-43, unless the Supervisory position is expressly covered under a CBA or Wage Determination. For Supervisor positions that are not subject to contract adjustments under FAR 52.222-43, the contractor is permitted to include a reasonable escalation in the option years, based on the labor market in the geographical area that the effort will be performed.
- (d) **Exhibit 3** provides workload history data. This information is provided to assist Offerors in understanding the scope of the work under the previous contracts. Offerors are cautioned that the Government does not provide any assurances that similar workload will occur under the new contract.
- (d) Offerors shall complete **Exhibit 2**, "IDIQ Evaluation". Offerors shall propose fully loaded labor rates (a rate that includes all fringe and labor overhead, G&A if applicable, and profit) for each period of performance and for each location. Paragraph (b) above concerning adjustments provided for under the contract (reference FAR clause 52.222-41, Service Contract Act of 1965, and FAR clause 52.222-43,

Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)) also applies to the IDIQ pricing. These fully loaded rates shall be inserted in the price schedule (part of the Offer volume).

- (e) Offerors shall propose the total firm-fixed-price associated with the 62 day phase-in period for GB, WFF, and GISS, which will be performed under a separate, firm-fixed-price contract vehicle. Phase-in for IV&V shall be priced separately as it will be performed as a task order under this contract. Pricing for Phase-In should be provided as follows:
 - Phase-In at GB, WFF, & GISS (12/1/2012 – 1/31/2013)
 - Phase-in at IV&V (8/1/2013 – 9/29/2013) plus 1 day of full performance on 9/30/13
- (f) The Government shall not be responsible for compensating the Contractor for any costs tied to solicitation requirements but not factored into the proposed prices, either by contractor's intention or by mistake.
- (g) Offeror shall identify and document all (if any) deviations, assumptions, conditions, and/or exceptions upon which the price is based. Any deviations, assumptions, conditions, and/or exceptions considered by the Government to be unacceptable may result in elimination for award.

(End of text)

5.2.17 EXHIBITS

Exhibit Number	Exhibit Description	Number of Pages
1	Past Performance and Reference Information	1
2	IDIQ Estimated Hours for Evaluation	4
3	*Workload History and Electronic Security System (ESS) Parts List	9
4	*Quality Assurance Surveillance Plan (QASP)	7

*Provided for Informational Purposes Only

(End of text)

5.3 FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999) (Modified)

(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:

Technical Merit
Price
Past Performance

Technical merit and past performance, when combined, are significantly more important than price. All factors, individually, are approximately equal.

(b) *Options.* The Government will evaluate offers for award purposes in accordance with Section 5.3.4.

(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