

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	11
2. AMENDMENT/MOD NO. 2	3. EFFECTIVE DATE see Block 16C	4. REQUISITION/PURCHASE REQ. NO. 42004414076		5. PROJECT NO	
6. ISSUED BY NASA/Johnson Space Center Attn: Jon Prihoda/BH2 2101 NASA Parkway Houston, TX 77058-3696		7. ADMINISTERED BY NASA/Johnson Space Center Attn: Jon Prihoda/BH2 2101 NASA Parkway Houston, TX 77058-3696		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)			(9)	9A. AMENDMENT OF SOLICITATION NO NNJ12414076R	
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 7/6/12	
			(10)	10A. MOD. OF CONTRACT/ORDER No	
CODE	FACILITY CODE		<input type="checkbox"/>	10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers 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:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy 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 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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
Financial Management					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/>	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)				
IMPORTANT: Contractor IS required to sign this document and return 3 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>The purpose of Amendment 2 is to post Questions and Answers #1 to the Engineering Fabrication Services (EFS) website. Please view the acquisition website <a href="http://procurement.jsc.nasa.gov/efs/">http://procurement.jsc.nasa.gov/efs/</a> for final schedule updates.</p>					
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		
			Dana Altmon-Cary		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				7/25/12	
		(Signature Of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FAR (48 CFR) 53.243	

Question 01: Are the Offerors required to use the union and union works?

Answer 01: Under the National Labor Relations Act, employees have a right to form a union, bargain collectively with their employers, and engage in other protected, concerted activities. Employers that fail to allow employees to exercise these rights are guilty of unfair labor practices and are in violation of the law. Once a union is formed, that union represents those employees covered by the union until such time as that status is changed by a successful challenge to the union such as by a vote to de-certify the union (which must be certified by the National Labor Relations Board before it becomes effective). While offerors are not required to employ individual union members, they are required to work with the union until such time as that union is no longer the representative of the covered employees.

Question 02: Does the Non-Displacement of Qualified Workers, Executive Order 13495 apply to this solicitation?

Answer 02: At this time, EO 13495 does not apply to this solicitation. Although the U.S. Department of Labor has just published its final regulations to implement this Executive Order, they do not become effective until the corresponding changes to the Federal Acquisition Regulation are made.

Regarding the employment of union members, no offeror is required to hire any individual union members—that is the employer's choice. However, selectively making employment offers based on an employee's status as a union member would likely be considered an unfair labor practice, which has been prohibited by the National Labor Relations Act since 1935.

Question 03: Are the terms and conditions of the predecessor contractor's CBA applicable to the follow-on contract, or just the wages and fringe benefits?

Answer 03: Only the wages and fringe benefits are applicable to the follow-on contract. In accordance with FAR 22.1002-3(a), *Wage determinations based on collective bargaining agreements*: "Successor contractors performing on contracts in excess of \$2,500 for substantially the same services performed in the same locality must pay wages and fringe benefits (including accrued wages and benefits and prospective increases) at least equal to those contained in any bona fide collective bargaining agreement entered into under the predecessor contract".

Question 04: What are the minimum wages and fringe benefits for non-exempt labor categories which are not covered by a CBA?

Answer 04: If a non-exempt labor category for a service contract is not covered by a CBA, then the minimum wages and fringe benefits for the labor category will be set forth in the Department of Labor (DOL) issued wage determination for the geographic area involved (i.e. area wage determination). The CBA wage determination requirements are applicable only to those “service employees” in the bargaining unit (those represented by the collective bargaining agent). Therefore, other non-exempt service employees used on the contract may continue to be subject to a standard or non-standard DOL wage determination. This area wage determination will be incorporated into the RFP and resultant contract.

Refer to FAR 22.1002-2, *Wage determinations based on prevailing rates*: “Contractors performing on service contracts in excess of \$2,500 to which no predecessor contractor’s collective bargaining agreement applies shall pay their employees at least the wages and equivalent fringe benefits found by the Department of Labor to prevail in the locality or, in the absence of a wage determination, the minimum wage set forth in the Fair Labor Standards Act”.

Question 05: What if the wages and fringe benefits for a particular non-exempt labor category are lower than the wages and fringe benefits set forth in the published wage determination for the Houston area? Should the minimum wages and fringe benefits be the wages and fringe benefits set forth in the CBA or the wage determination?

Answer 05: CBA wage determinations supersede all other wage determinations when the predecessor contract’s CBA is properly controlling under Section 4(c) of the Service Contract Act (SCA). This means, the successor Contractor is obligated to pay its employees who are covered by the CBA no less than the wages and equivalent fringe benefits required under the predecessor Contractor’s CBA—it is a statutory requirement of the SCA per Section 4(c). If in the preceding contract period, workers were covered by a CBA *and* the CBA meets the criteria in the SCA regulations, the wages and monetary fringe benefits of that CBA are the SCA minimums for the follow-on contract period. The CBA rates serve as the SCA minimum, regardless of whether the wages or benefits in the CBA are lower or higher than those found in the published SCA area wage determination. For employees not covered by the CBA, the area wage determination applies.

Question 06: RFP Section L.16.2 states that the Proposal Traceability Matrix, which is to be submitted in Excel format, is within the page limitation for the Volume 1 Technical Acceptability. Is this within the page limitation and should it be printed and page allocated for the proposal submission or is this outside page allocation? We recommend this be placed outside page allocation.

Answer 06: Yes, the Proposal Matrix should be printed and allocated within the page limitations for Technical Acceptability. The Proposal Traceability Matrix will remain within Technical Acceptability page limit.

Question 07: RFP Section L.16.2 states that the Total Compensation Plan (MGMT-06) is to be within page limitations for Volume 1, Technical Acceptability, and requires material to be completed within the pricing volume spreadsheets. MGMT-06 requires salary range/wage information for each labor classification identified, is it acceptable to place this information within the cost spreadsheets? Can subcontractors offer this proprietary data within their sealed packages. We recommend removing the TCP from page count to adequately address the Government's requirements and allow for proprietary information to be submitted under sealed packages.

Answer 07: No, it is not acceptable to place this information within the cost spreadsheets. The Total Compensation Templates are submitted within the Cost Volume as stated (MGMT-06), The Total Compensation Plan is submitted within the Technical Acceptability page limitation. Offerors are reminded to follow the proposal instructions on where to place responses to the solicitation. Subcontractors are welcome to submit its information in a sealed package with the prime's submission or in a separate package.

Question 08: RFP Section L.16.5, Past Performance (Volume II), states that "Offerors and any major subcontractors ... shall each provide information on three past or ongoing contracts (subject to the page limitation constraints)". Does this require that the prime and each major subcontractor "must" have three past performances? Will offering less, to meet page limitations, impact the evaluation of past performance?

Answer 08: The Prime and major subcontractors are requested to provide information on three past or ongoing contracts. If offerors do not have the past performance for three separate efforts, submit information on the contract efforts for which past performance is available. Past performance will be evaluated in accordance with the guidelines in Section M of the solicitation.

Question 09: Three scenarios include the following statements "Proposed simplified shop routing paperwork

- A. Use ES7 Workcenters reference material to determine workcenter, number and capability of machines available
- B. Use Simplified Part Router form provided with this RFP to create simplified part router"

Has the ES7 Workcenters reference material and Simplified Part Router form been included in the RFP or technical library?

Answer 09: The ES7 Workcenters reference material and the Simplified Part Router form are in the EFS Technical Library.

Question 10: Can you add SKZ36103755 to the EFS library? It is required to answer Scenario 1?

Answer 10: SKZ36103755 has been posted to the EFS Technical Library.

Question 11: Also, the ES7 Workcenters reference material and simplified part router form are not present in the RFP. Can they also be added to the library? Could you provide a pdf version of Scenario 2 drawings? We are challenged with viewing the detail and a pdf. version will help.

Answer 11: ES7 Workcenters reference material and simplified part router are located in the EFS Technical Library. The .pdf version of the Scenario 2 drawings will be posted as soon as feasible.

Question 12: In reading through the RFP for EFS, we are unclear as to whether major subcontractors are required to submit a separate cost/price proposal volume to NASA in accordance with instructions a. through f. found in L.16.6.1, "Instructions for Preparation of the Cost/Price Proposal", OR can major subcontractors submit only the pricing templates to the prime offeror for inclusion in the prime's cost volume?

Answer 12: Subcontractors can choose to submit their Cost/Price Volumes directly to NASA, or may choose to submit this volume with the prime proposal. If the Cost/Price Volume is submitted directly to NASA, include appropriate marks on the package to instruct the Contracting Officer on whether this data can be released to the prime.

Question 13: In reviewing the due dates for the DRD's, I noticed that SMA-01 is due with the proposal, but it is not referenced in L.16.2, "Proposal Arrangement, Page Limitations, Copies, and Due Dates". The same DRD is also not referenced in Section M.

Answer 13: SMA-01 Quality Plan is not due with the Proposal. The DRL will be corrected in the forthcoming Amendment 3.

Question 14: Considering the discrepancy, is SMA-01 due with the proposal? If it is due, what Volume should it be in and how will it be evaluated.

Answer 14: See Answer 13.

Question 15: In reviewing the EFS Scenario's, there are a few documents referenced that can't be found in the Technical Library or the Solicitation. The documents I am referring to are as follows:

- ES7 Workcenter Reference Material
- Simplified Shop Router Format
- ES7 Standard Process for Outsourcing

*Having these documents will support the Team XXXXXXXX in developing accurate information for the Scenarios. Will these be added to the Technical Library?*

Answer 15: All three documents are located in the EFS Technical Library.

Question 16: Scenario 1, D. b., refers to the "Simplified Part Router form provided with this RFP..." Please provide the location of the form in the RFP.

Answer 16: This document is located in the EFS Technical Library.

Question 17: *Reference: RFP Section L.16.6. "Cognizant Audit Office Template (CAOT) (Template #10)" instructions requires the offerors to specify "the name and address of the cognizant DCAA field audit office to which electronic and hardcopy proposals were sent. Question: Is the above referenced RFP statement meant as a requirement for the offerors to send a separate copy of the Cost Volume to their cognizant DCAA field audit office, concurrent with the submittal of the proposal to the Government?*

Answer 17: The RFP will be amended to exclude the requirement for the Offeror to submit their cost proposal to DCAA concurrent with the submittal to NASA. The CAOT will also change to reflect this requirement.

Question 18: Reference: RFP Scenarios 1, 2, and 4 request a cost estimate that includes “Labor with a break out showing each Standard Labor Category (SLC) with the hours proposed to perform the job”. Question: Can the Government confirm that it wants the fully burden labor rates of the specific SLCs in the technical volume?

Answer 18: Yes, the fully-burdened labor rates are required to match Section B.7 of the model contract.

Question 19: Reference: RFP Scenarios 1 and 2 request Outsource details and Scenario 4 requests “Verifiable Outsourcing details, such as vendor source information, estimates, an/or quotes”. Question: Are Offerors allowed to place quotes in appendix outside of page count to meet the requirements for verifiable evidence? Can vendor quotes come in their original formats, which may not meet the 12 point proposal font or MS Word format requirements?

Answer 19: Quotes can be attached in their original formats, and will be excluded from the page count. However, Scenario responses, which are included in the page count, should include the appropriate information from the quotes and references to them. The forthcoming Amendment 3 will update the solicitation for this clarification.

Question 20: Reference: RFP Scenario 2, the diagrams on pages S2-7 and S2-11 have mostly illegible text and details. Question: Could the Government release replacement diagrams?

Answer 20: Yes, the Government will release replacement diagrams. Please monitor the EFS Technical Library for updates.

Question 21: Reference: Section L, Page L-36, L.16.7.A.(c) SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture. Award of the contract will only be made to an approved 8(a) company or 8(a) Joint Venture. Please confirm, this is not an 8(a) contract. Question: Please confirm, this is not an 8(a) contract.

Answer 21: This contract is not an 8(a) set-aside. However, without a certification letter from SBA certifying the Joint Venture as an 8(a) the Joint Venture will only be considered a small business. The requirement to have the JV certified as an 8(a) is required as long as the JV is representing itself as an 8(a) regardless of the competition.

Question 22: Reference: The drawings in the scenarios appear to be low quality scans. For example, on drawing SDD39127340, we are unable to read the material callout and most of the dimensions even after attempting to magnify the drawings. Question: Is it possible for the Government to provide high quality drawings?

Answer 22: The Government will be uploading higher quality drawings. Please monitor the EFS Technical Library for updates.

Question 23: Will the Government extend the proposal due date (approximately two weeks) based on the fact that offerors will not be able to make informed technical decisions without high quality drawings, which is critical to meet the technical acceptability criteria for a streamlined procurement process?

Answer 23: After consideration of several factors, the Government will extend the proposal due date to August 21, 2012. The extension will be included in the forthcoming Amendment 3 to the RFP

Question 24: Reviewing the due dates for the DRD's, I noticed that SMA-01 is due with the proposal, but it is not referenced in L.16.2, "Proposal Arrangement, Page Limitations, Copies, and Due Dates". The same DRD is also not referenced in Section M.

Answer 24: Please see Answer 13.

Question 25: The DRL shows the Quality Plan (DRD-SMA-04) due with the proposal; however, the volume page limitations in Section L.16.2 do not require a Quality Plan. Please advise.

Answer 25: SMA-04, Government-Industry Data Exchange Program (GIDEP) and NASA Advisory Problem Data Sharing and Utilization Program Documentation and Reporting, is not due with the proposal. Please refer to the DRDs in the RFP, and not DRD drafts previously posted.

Question 26: Section L.16.2. The page limits for Volume I – Technical Acceptability seem inadequate to fully respond to four technical scenarios, two DRDs, and a proposal traceability matrix. With 16 items in DRD-MGMT-01 and 10 items for DRD-MGMT-06, and 42 items in the traceability matrix, would the Government consider specifying page limitations for each DRD or exclude the DRDs and/or the proposal traceability matrix from the page count?

Answer 26: Please see Answer 39 for the page limit increases; however the DRDs and Trace Ability Matrix will remain within the Technical Acceptability page limit. The Traceability Matrix is not intended for a narrative discussion, but to point to where an Offeror's submission data is located within the proposal.

Question 27: Since DRDs are typically contract deliverables with cover pages/signature pages, revision history pages, acronyms, and other front matter, will front matter pages be excluded from page count if prepared in accordance with Page L-21, which requires the use numbers for counted pages and use roman numerals for non counted pages?

Answer 27: Front pages (or signatures pages) are required, and will be included in the page count.

Question 28: Section M makes several references to L.15.x. Should the references be L.16.x?

Answer 28: That is correct. The forthcoming Amendment 3 will update Section M to correct the error.

Question 29: Page L-25, Section L.16.5.g.(ii), asks for "records of the company's OSHA recordable injuries and illnesses. These records shall include, for each worksite, as a minimum, 1 copy of each year's OSHA logs (Forms 300 and 300A) as required by Title 29 of the Code of Federal Regulations, Section 1904.5(d) including the applicable NAICS code, the number of employees at the worksite and the calculated OSHA recordable frequency rate." Would the Government address the time period associated with the logs (e.g., past 3 years, which is customary and supports the worker's compensation calculations required for the past 3 years)?

Answer 29: Offeror needs to submit current OSHA log to date and previous 2 years (2010-2011).

Question 30: Page L-28, L.16.6.1 COST REIMBURSEMENT RATE IDIQ PRICE TEMPLATES INSTRUCTIONS paragraph 1. states, "This template is provided so that each offeror may show how they arrived at their individually proposed fully burdened rates excluding fee." Should the word "excluding" be including or excluding?

Answer 30: It should read "excluding". This correction will be included in the forthcoming Amendment 3 to the RFP.

Question 31: Page L-24, Section L.16.5.c. states that “Only contracts with performance within 3 years from date of the solicitation will be considered recent.” Is it possible to provide a citation that is outside the 3-year look back period but it highly relevant to EFS requirements?

Answer 31: No. In accordance with Section L.16.5.c, only contracts within the 3 years from the date of the solicitation will be considered recent.

Question 32: Will the EFS contractor be responsible for software support of the Epicore software? Or will the EFS contractor only be a user of that software?

Answer 32: Yes, the EFS contractor will be responsible for the software support of Epicore or other contractor proposed software.

Question 33: Is the Labor Relations Plan required by subcontractors only if they will be using organized labor in the performance of the EFS effort or if they have any organized labor within their corporation?

Answer 33: The Labor Relations Plan is required by subcontractors that use organized labor in the performance of the EFS effort.

Question 34: If the subcontractor Total Compensation Plan is provided in its cost volume, separate from the Total Compensation Plan required in Volume I, is the subcontractor’s plan counted towards the Volume I page count? Suggest eliminating the Total Compensation Plan from the Volume I 60 page limit.

Answer 34: If a subcontractors total compensation plan is placed in the Volume III, Cost/Price Proposal the total compensation plan will be counted against the Volume 1 Page count.

Question 35: Are subcontractor required to submit their cost volumes to NASA or can they just do the templates and submit them to the prime for inclusion in their offer?

Answer 35: See Answer 12.

Question 36: What is the purpose of the proposal traceability matrix, and why is it included in the page count?

Answer 36: It will be used as a cross-reference between the SOW requirements and the Offeror's proposal, and will assist the Government in determining whether the Offeror meets the SOW requirement or other any contractor proposed software.

Question 37: Will the FFP phase-in be fully-funded? (There are no FFP funding clauses in Section B of the RFP.)

Answer 37: Yes, the phase-in will be fully-funded. FFP funding clauses are not a requirement for Phase-In.

Question 38: Model Contract. Do you want all sections returned in this volume or just those specified as requiring offeror fill-ins as was stated in the presentation today?

Answer 38: All sections of the entire model contract are required to be returned. Ensure that all fill-in sections complete when submitting the model contract back to the Government.

Question 39: Request page increases for Technical Acceptability and Past Performance

Answer 39: The Government will increase the page limit for Technical Acceptability to 90 pages and the Past Performance to 35 pages. The updated page limits will be included in the forthcoming Amendment 3.