

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000001

08/12/2008

6. ISSUED BY

CODE

HQ

7. ADMINISTERED BY (If other than Item 6)

CODE

HQ

NASA/Goddard Space Flight Center
Headquarters Procurement Office
Greenbelt MD 20771

NASA/Goddard Space Flight Center
Headquarters Procurement Office
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(x) 9A. AMENDMENT OF SOLICITATION NO.

NNH08245599R

x 9B. DATED (SEE ITEM 11)

08/12/2008

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 5 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)

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.
	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 _____ 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 to 1) include additional clauses in the solicitation, 2) amend the page limitation for the Mission Suitability section of the proposal, and 3) post questions/answers from industry.

Accordingly, please see the following pages:

INCO TERMS 2: Destination

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)	
		Amanda Heslep	
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) The following clauses are hereby incorporated into the solicitation:

**G.2 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(DEVIATION)(SEPTEMBER 2007)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation.

NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in NOT APPLICABLE.

(ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: NONE.

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

I.77 52.245-9 USE AND CHARGES (JUNE 2007)

(2) Provision L.8, paragraph (a) is amended as follows:

L.8 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

(a) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Title	Page Limitation
I (Volume 1)	Offer	None
II (Volume 1)	Mission Suitability	25
	Cover page and indices	Excluded
III (Volume 1)	Past Performance	10
	Cover page, indices, past performance questionnaires, and list of acronyms	Excluded

IV (Volume 2)	Price	Excluded
V (Volume 3)	Safety and Health Plan	Excluded

(3) Questions/answers are as follows:

Question 1: Will you increase the page limitation for the Mission Suitability section?

Answer 1: The Mission Suitability page limitation has been increased to 25 pages. Please see the revised provision L.8, paragraph (a) above.

Question 2: Will you extend the due date for receipt of proposals?

Answer 2: No.

Question 3: On the past performance questionnaire under V. General Performance Survey, items #25, 26, 27 include questions asking evaluators to rate items related to Small Business Subcontracting Plans. Since all primes are 8(a)'s, none of them should have any experience in small business goals. Will the government eliminate these questions?

Answer 3: While we will not eliminate the questions from the questionnaire, it is perfectly acceptable for the rater to choose "Not Rated" for these elements and it will not be held against the Offeror under this solicitation.

Question 4: Will you please clarify if the required contractor staff will work on NASA site, or at our contractor facility?

Answer 4: As stated in Section C.9 of the Performance Work Statement – "The Government will furnish up to four office spaces with computer, computer access, phone and fax for contractor personnel to support the business managers for OHCM and OCE in performing duties stated in section C.7 (Financial and Procurement Support) of the performance work statement." All other personnel required for the performance of this contract must be located at the contractor's facility.