

2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE 09/07/2012	4. REQUISITION/PURCHASE NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY Raye L. Kirkland NASA Glenn Research Center 21000 Brookpark Road Mail Stop 60-1 Cleveland, Ohio 44135	CODE CHC/RLK	7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and Zip Code)</i>	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. NNC12ZCE014R
		9B. DATED <i>(SEE ITEM 11)</i>
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>
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 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

***** Select the SINGLE MOST IMPORTANT action for this mod. Specify Authority (as applicable) by selection. *****

<input type="checkbox"/>	A	THIS CHANGE ORDER IS ISSUED PURSUANT TO <i>(Specify authority)</i> 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 <i>(Such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

1. The previously posted "ES2 Final RFP Questions & Answers" (posted August 21, 2012) are hereby considered to be Amendment #1 to NNC12ZCE014R. Amendment #1 did not extend the date specified for receipt of Offers (see receipt acknowledgement Item 11 above).
2. This amendment updates the Date issued (block 5 - SF33) on the FINAL RFP posted July 27, 2012 to '9/17/12.'
3. This amendment revises and amends the RFP as follows: (See attached 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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> Ra-Deon L. Kirkland, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ <i>(Signature of person authorized to sign)</i>		BY _____ <i>(Signature of Contracting Officer)</i>	

I. Clause B.3, Estimated Cost and Fee is amended as follows:

B.3 ESTIMATED COST AND FEE

The estimated cost of this contract is TBD exclusive of the fixed fee of TBD. The total estimated cost and fixed fee is TBD. The Contract Line Item Numbers (CLINs) are estimated as follows:

CLIN	COST	FEE	TOTAL BASE PERIOD (20 Months)
1. ES2 Tasks (IDIQ) (Baseline Ops, Programs, Projects)	TBD	TBD	TBD
TOTAL	TBD	TBD	TBD

ESTIMATED COST AND FEE – OPTION PERIODS	COST	FEE	TOTAL OPTION PERIODS
Option 1	TBD	TBD	(12 Months) TBD
Option 2	TBD	TBD	(12 Months) TBD
Option 3	TBD	TBD	(12 Months) TBD
Option 4	TBD	TBD	(4 Months) TBD
(Option to Extend) Option 5	TBD	TBD	(6 Months) TBD
TOTAL	TBD	TBD	TBD

b.) Indefinite Delivery, Indefinite Quantity (IDIQ):

Pursuant to the Federal Acquisition Regulation (FAR) part 16.5, the CLINS under this contract are defined as IDIQ. The contract provides for an indefinite quantity, within stated limits, of services to be performed during a fixed period. Performance of services under all CLINs shall be scheduled using task orders. The total minimum and maximum dollar value of services to be acquired under these tasks are set forth below:

Contract Minimum: The Government will issue cost+ fixed fee task orders under this contract which provide for a minimum of \$1,000,000.00 for the base period +option periods of performance.

Contract Maximum: The Government reserves the right to issue cost+ fixed fee task orders under this contract. The maximum value for the baseline and all option periods shall not exceed \$55,000,000.00.

c.) Phase-In

The 30 day phase-in period shall be fixed-price. The total amount for contract Phase-in is \$TBD.

II. Section L10.Subfactor B, MP5. The previous language is deleted and substituted with the following:

MP5 Organizational Conflict of Interest (OCI) Plan

- a. In accordance with NFS 1837.203-70, "Providing contractors access to sensitive information (<http://www.hq.nasa.gov/office/procurement/regs/1837.htm>)," Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract and how any organizational conflict of interest identified might be mitigated. Offerors shall submit a comprehensive Organizational Conflicts of Interest Avoidance Plan within *30 days after the time of contract award*. This comprehensive plan shall incorporate any previous studies performed, shall thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified.

III. Section L10.Subfactor D, SK1. Below the WYE chart, the following information is provided:

The following levels of experience are provided to further define the above labor categories:

Sr. Project Coordinator – Is considered to have a minimum experience level \geq 7 Years.

Project Coordinator – Is considered to have a minimum experience level \geq 3 Years

Technology Coordinator – Is considered to have a minimum experience level \geq 5 Years

Content Specialist – Is considered to have a minimum experience level \geq 5 Years

Please see Appendix G, Sample Task 1 for a detailed description of the categories described herein.

IV. Section L11.2. General Instructions. The previous language is revised and superseded as follows:

2. General Instructions

- b. For each Sample Task Order (Appendix G) and the instruction stipulated in L.11.2.n, completed Excel Pricing Models (EPM) shall be provided along with the other requirements pursuant to §L.11.3 Specific Instructions.
- n. In addition to the price information provided for the Sample Tasks to support the IDIQ effort, the Offeror shall price 15 WYE's for the entire contract period including the six month option period. The contractor shall use the labor category mix as indicated below:

Sr. Project Coordinator	2 WYE
Project Coordinator	5 WYE
Technology Coordinator	2 WYE
Content Specialist	6 WYE

It is the responsibility of the Offeror to include any Managerial, non-Managerial, Administrative, or other support staff information in all cost estimates for both Sample Tasks and the IDIQ effort. Offerors shall include \$200,000.00 for ODCs (including travel, material, and supplies, etc.) for the base contract period and all out year periods in their pricing.

- o. Offeror unique Supplies & Materials costs shall be shown as a separate line item on the EPM form for the balance of the Government's estimated staffing. Include any additional cost estimates to support your ability to effectively manage the contract (Example: Travel to or from corporate headquarters; costs to support unique IT requirements, etc.).

V. Section J, Attachment A, Statement of Work, Section 2.08. Reports is revised and superseded as follows:

- d. Management/Technical Reports (Monthly/Quarterly): The Contractor shall submit monthly/quarterly progress reports by the 10th of each month. Each report must detail the progress made in the prior month, any problems, and status updates. The Contractor shall, also, include the status of qualifications and certifications for any employee hired during the month, and continue to do so until all necessary certifications have been met for the subject employee.