

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. 000002	3. EFFECTIVE DATE 08/14/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Glenn Research Center Procurement Division, MS 500-305 21000 Brookpark Road Cleveland OH 44135-3127	CODE GRC	7. ADMINISTERED BY (If other than item 6) NASA/Glenn Research Center Procurement Division, MS 500-305 21000 Brookpark Road Cleveland OH 44135-3127	CODE GRC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO. NNC092R0001R	
		X 9B. DATED (SEE ITEM 11) 07/28/2009	
		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 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.)

INCO TERMS 2: DESTINATION

This amendment No. 2 to NNC092R0001R provides answers to questions and updates several clauses and provides an updated model contract Section B-J and SF 33.

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) MICHAEL KINKELAAR
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Michael Kinkelaar</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 8-14-09

This amendment to NNC09ZR0001R provides answers to questions and updates several clauses and provides a model contract Section B-J which is to be submitted as part of your proposal. (Volume IV).

The following questions were submitted in accordance with Provision L.21:

1. Provision L.15 on page 115 of the subject solicitation notes that hard copy requirements for the following Volume I sections is an original plus seven (7) copies:

- Mission Suitability Technology Area 1
- Mission Suitability Technology Area 2
- Mission Suitability Technology Area 3
- Mission Suitability Technology Area 4
- Individual Sample Task Response
- Technical Summary
- Letters of Intent with Major Subcontractors

It is also noted that an original plus three (3) copies are required for the following sections of Volume I:

- Government Property Information
- Safety and Health Plan
- Small and Small Disadvantages Business & Subcontracting Plan and Attachment L-5

The hard copy requirements for Volumes II (Price/Cost) and Volume IV Model Contract, SF 33 and Section L Certifications are an original plus two (2) copies.

Block 9 of Standard Form 33 indicates a requirement for original and seven (7) copies.

Will you please confirm that seven (7), three (3) copies, and two (2) are the correct requirements for the noted sections?

Answer: Yes, seven (7) copies, three (3) copies, and two (2) copies are the correct requirements for the noted sections within those volumes. Please note that Volume III – Past Performance requires an original plus seven (7) copies. Volume IV – Business Management section requires an original plus seven (7) copies.

2. Please verify that originals, copies, and CD's of all proposal volumes are to be submitted to the following address:

- NASA Glenn Research Center
- Attn: Michael Kinkelaar
- Research and Space Operations
- 21000 Brookpark Road, Mail Stop 500-305
- Cleveland, OH 44135-3191

Answer: This is the correct address for submission of all originals, copies and CD's of all proposal volumes.

3. What starting and ending TRL (Technology Readiness Level) and MRL (Manufacturing Readiness Level) is NASA expecting for the various technology items, particularly in Technology Area 2, Sections 2.1.1 and 2.1.9?

Answer: The RTAPS is structured to support NASA's on-going aerospace research programs and projects with each project providing technology readiness level (TRL) guidance as included in Appendix C-1. More specific guidance on TRL starting and ending points would be provided in the individual tasks to be awarded under RTAPS. For future tasks relevant to Manufacturing Readiness Levels, one could expect similar information provided for each individual new task.

4. We request a change in requirement for variance reporting from +/- 5% to +/- 10% or \$50,000 variance whichever is greater. This would help to focus variance reports on real variance issues vs. potentially minor month-to-month aberrations.

Answer: NASA Glenn Research cannot change this variance at this time.

5. There appears to be an inconsistency relative to the prohibition of scanned documents if bidders are required to submit copies of signed documents such as certs and reps in electronic format. How can bidders include originals of signed forms if scanned copies are prohibited? Please clarify, as there may be other instances where scanned documents may be needed.

Electronic copies do not require signatures and shall not contain scanned documents. The Original volume hard copy shall have original signatures. All other hard copies of the proposal may or may not contain "copies" of signatures. Documents available only in PDF format to an offeror shall be identified with justification for the document not being submitted in accordance with the RFP instructions.

6. What if the agencies who are requested to provide past performance feedback do not meet the deadline for the past performance questionnaires, or aren't willing to provide written response to NASA?

Answer: Failure of the offeror to submit its past performance information early or of the customers to submit the completed questionnaires shall not be a cause for rejection of the proposal nor shall it be reflected in the Government's evaluation of the offeror's past performance. If an agency is not willing to provide a written response to NASA, the offeror should provide contact information to allow NASA to obtain such information.

7. How will final award ceilings be determined? Based on the dollar value of sample tasks, or are there other criteria?

Answer: Final contract value is determined by the sum of the maximum amount for each technology area selected and awarded to an Offeror. The maximum for each technology area is: (reference page 125).

Technology area 1: \$125,000,000

Technology area 2: \$12,000,000

Technology area 3: \$4,500,000

Technology area 4: \$50,000,000

(i.e.) If an Offeror is selected for Technology area 1 and 2 the contract value would equal \$137,000,000.

NOTE: The amount awarded to a contractor through actual task orders over the life of the contract may be less than the maximum value of their RTAPS contract.

8. The EPM Pricing models have errors in various formulas. Will they be corrected or do we need to edit the worksheets ourselves?

Answer: The Offerors are responsible for the accuracy of the data contained in their EPM (see Provision L.26, Section 3. Specific Instruction - Cost Volume, Part 2-Excel Pricing Model (EPM) - paragraph d), f) and g).

9. Is there a goal timetable (2015? 2020? 2025?) for insertion of candidate RTAPS technologies into products?

Answer: RTAPS will be covering technologies in any and all time frames as appropriate to accomplish tasks to be defined in the future. See Table 1 and Table 2 contained in Appendix C-1 of the Statement of Work. See the NASA Aeronautics Mission Directorate, website.

<http://www.aeronautics.nasa.gov>

10. The title of Sample Task 4 under attachment L-1 (Sample Tasks for Air Breathing Engine technology Area 2.1) is Ceramic Matrix Composite (CMC) Turbine Component. Does the term "turbine" refer exclusively to the turbine section of the engine? Or are CMC components in other sections of a turbine engine (such as the combustor) allowable to propose in the Sample Task?

Answer: The term "turbine" in this sample task refers to the turbine section of the engine.

11. Is NASA requesting a detailed Statement of Work for each of the Sample Tasks in Technology Area 1?

Answer: NASA Glenn wants a proposal describing how an Offeror would accomplish the sample task.

12. G-12 1852.245-70 Contractor Requests for Government-Provided Property (Deviation) (Sep 2007). Paragraph (a) contains the following language: "The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization.

Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement." As you are aware on most of the R&D efforts the only deliverable is the final report. However, all material purchased under cost reimbursable contracts becomes Government property which means that the Contractor would be required to obtain your written approval to purchase any property (materials, supplies, etc.) needed to perform the SOW tasks. This would be an administrative nightmare resulting in unnecessary delays in performing the task orders. Request you reconsider NASA's need to micro manage the contractor's approved purchasing system and the Contractor's program manger's decisions for these material needs.

Answer: Any necessary materials and components that are needed in a study or testing in connection with a final report called out as a deliverable do not have to have written approval under this clause. However, under any cost type task order, residual materials and components are government property and reported at the end of the task to the Government for screening unless they could be used under another task.

13. Clause H10 (E). It would be nice if NASA were to inform the potential contractors of the amount of funding available and whether that funding is ARRA funds.

Answer: Clause H.10(E) has been revised to identify when the American Recovery and Reinvestment Act (ARRA) funds are to be used. It is at the Government's discretion to inform the contractors of the amount of funding available.

Clause H.10 (E) is revised as follows:

"E. As part of the issuing of a solicitation for a task order, the CO shall provide the Contractor(s) with the following data:

- 1. A functional description of the work identifying the objectives or results desired from the contemplated task order, and deliverables.**
- 2. Proposed performance standards to be used as criteria for determining whether the work requirements have been met and for determination of final fee.**
- 3. The period of performance.**
- 4. A request for a task plan from the Contractor to include the technical approach, risk assessment, period of performance, appropriate cost information, and any other**

information required to determine the reasonableness of the Contractor's proposal. The level of detail in each Task Plan will be dependent on the complexity of the requirement. The request will identify any special instructions or provisions.

5. American Recovery and Reinvestment Act funding will be identified for any proposed task that uses ARRA funds."

14. H 16 1.states that "All costs associated with the planning of competed task order proposals are unallowable charges to the contract."Does that imply that all costs associated with the planning of noncompetitive task order proposals are allowable charges to the contract?

Answer: Clause H.16 only restricts competitive task order proposal cost as unallowable.

15. Do we need to address all aspects of the scope of work in the SOW, Section 2.1.8 Engine Icing (pg. 11) where it states "The scope of work under this element includes the following:?"

Answer: The proposal will be evaluated based on the offeror's ability to respond to all elements in the Technology Area(s) being proposed in the Statement of Work.

16. Can you clarify what is meant in the SOW, Section 2.1.8 Engine Icing (pg 11), number (5) which states "The contractor shall identify and characterize weather properties that can lead to engine icing issues?"

Answer: Engine icing anomalies have occurred in specific convective weather regions perhaps containing high ice water content. It is these regions that needs to be characterized (e.g. total water/ice content, altitudes, temperatures etc.) and well understood in order to gain a better understanding of and mitigate against engine ice. This characterization could feed NASA engine icing simulation and modeling development and/or ground-based and flight-based engine ice research testing in the future.

17. Is a DoD approved comprehensive small Business plan an acceptable response to Subfactor 3?

Answer: NASA does not accept Comprehensive Subcontracting Plans.

18. Would a contractor's proposal be considered non-responsive if the EXCEL templates provided in the RFP were not included?

Answer: No, the proposal would not be non responsive if ONLY the EPM was excluded. However, the lack of the EPM would create a compromised evaluation of an offeror's proposal as the RFP clearly states the EPM takes precedent over all other electronic cost information. In this very complete environment the failure to include the EPM may preclude an offeror from being deemed within the most highly qualified proposals.

19. Is the expectation that the cost of the sample task under technology area 3 (Rotorcraft Propulsion) needs to be within the stated maximum value of \$4.5M?

Answer: The \$4.5M refers to the contract value per awardee in this Technology Area. Sample tasks are not intended to be actual tasks, thus the Offeror shall propose their costs in accordance with their unique understanding of the sample task and their methodologies.

20. We recommend that the FAR clauses referenced below should only be included in stimulus funded Task Orders. Therefore, the clauses should be deleted in the model contract.

a. 52.204-11-- American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)

b. 52.203-15 --Whistleblower Protections Under The American Recovery And Reinvestment Act of 2009 (Mar 2009)

c. 52.215-2--Audit and Records - Negotiation (JUN 1999) – Alternate I (MAR 2009)

Answer: These clauses will remain in the model contract as they are needed in the Indefinite Delivery Indefinite Quantity (IDIQ) model contract as the authority to issue task orders that are subject to the American Recovery and Reinvestment Act (ARRA). These clauses would then flow down to the stimulus funded task orders.

21. Please further clarify the following: Is it possible for multiple bidders under Technical Area 2 to each receive a \$12 million award?

Answer: All contractors selected for technology area 2 are eligible for a maximum IDIQ quantity of \$12 million dollars. All Contractors in technology area 2 will compete and are eligible for task orders until the \$12 million dollar maximum has been met under their contract. This means that Contractors in technology area 2 could be awarded one task order in the amount of \$12 million dollars or numerous task orders over the five year term that total \$12 million dollars. However, once their \$12 million dollar maximum quantity is met, their contract is over.

22. We recommend the inclusion of FAR 52.215-16-- Facilities Capital Cost of Money and the deletion of FAR 52.215-17 --Waiver of Facilities Capital Cost of Money. There are contractors who include Facilities Capital Cost of Money as part of their proposal and billings.

Answer: The contracting officer shall insert the provision at 52.215-16, Facilities Capital Cost of Money, in solicitations expected to result in contracts that are subject to the cost principles for contracts with commercial organizations (see Subpart 31.2).

The clause 52.215-16 Facilities Capital Cost of Money will not be included in the contract if you propose Cost of Money. The only cost of money clause that would be included in

the contract is if you do not propose Cost of Money and the clause included would be 52.215-17 Waiver of Facilities Capital Cost of Money.

23. We recommend deleting 52.211-11 Liquidated Damages—Supplies, Services, or Research and Development because an upper limit on damages has not been established.

Answer: Clause has been deleted.

Paragraphs 1-5 that follow pertain to clauses that have changed, a model contract update and a Clarification to provision L.28.

1. On Page 30 under solicitation NNC09ZR0001R, Clause G.6 entitled "NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTS SUPPLEMENTAL REQUIREMENTS (AUG 2009) is revised and replaced with the following:

"G.6 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTS-SUPPLEMENTAL REQUIREMENTS (AUG 2009)

NASA Contractor Financial Management Reports—Supplemental Requirements (AUG 2009)

The following requirements are in addition to those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract.

(a) The Contractor shall submit the following financial reports pursuant to clause NFS 1852.242-73, "NASA Contractor Financial Management Reporting":

(i) NASA Form 533M (Monthly Contractor Financial Management Report)

(ii) NASA Form 533Q (Quarterly Contractor Financial Management Report)

(iii) Upon written request, the Contracting Officer may authorize an alternative format that provides substantially the same level of detail as the required Form 533(s), but is more compatible with the Contractor's standard accounting/reporting format.

(b) The report(s) shall be prepared in accordance with the instructions contained in the aforementioned clause, NPR 9501.2D (NASA Contractor Financial Management Reporting), and on the reverse of the forms. NPR 9501.2D may be accessed through the NODIS Library at <http://nodis3.gsfc.nasa.gov/>. Any contract requirements identified as Capital Assets have special reporting requirements, which are specified in the "Capital Asset Acquisition" clause of this contract.

(c) The cost categories for the reports are:

(i) Direct Labor Categories—Both Hours and Dollars

(ii) Labor Overhead Dollars

(iii) G&A Dollars

- (iv) Other Indirect Dollars
- (v) Travel Dollars
- (vi) Materials/Supplies Dollars
- (vii) Other Direct Cost Dollars
- (viii) COM Dollars
- (ix) Total Cost
- (x) Fee Dollars
- (xi) Total Cost and Fee

(d) IF THE VALUE OF THIS CONTRACT (including options, whether exercised or unexercised) EXCEEDS \$1 MILLION, and the Contractor is submitting reports that provide both actual expenditures from past months and estimated expenditures for current/future months, THEN the Contractor shall provide a short explanation (approximately one sentence) of any variance that exceeds +/- 5 percent, between a previous estimated month-specific expenditure and the actual expenditure experienced. [Example: The March 533M states that Actuals for March were \$80K and estimated expenditures for April are \$100K. The April 533M states that Actuals for April were \$92K, which is a variance of 8 percent (from the "March estimated" number of \$100K). A short explanation—"widget prices were unusually low"—is required.]

(e) IF THIS IS A TASK ORDER CONTRACT, the Contractor shall submit one set of monthly reports that summarize the entire contract at the Task Order Level (total hours/dollars per Task Order), and a second set of monthly reports that address the individual cost categories identified in paragraph (c) above, for each active Task Order.

If the contract includes identified capital asset expenditures, each capital asset shall be reported on its own report page. The level of reporting detail for capital assets shall be equal to the separate reporting for Task Orders under the contract.

If the contract includes Recovery Act Funds, each recovery act task shall be reported on its own report page. The Contractor shall segregate Recovery Act funds from non-Recovery Act funds on NASA Form 533, Financial Management Reporting. The level of reporting detail for Recovery Act funds shall be equal to the separate reporting for Task Orders under the contract.

(f) Report periods and submittal dates shall be in accordance with the instructions contained in NPR 9501.2D.

(1) The cutoff date to be used for all 533 Reports is the closing date of the Contractor's accounting month that has just been completed.

(2) The first 533M report shall be submitted within thirty (30) calendar days after incurrence of cost and, as with all subsequent 533M reports, is due not later than the tenth working day of the month after the close of the Contractor's accounting month. The regular 533Q report (which is a PLANNING report) shall be submitted not later than the tenth (10th) working day of the month preceding the quarter being reported.

(g) Reports shall be submitted electronically and in hardcopy format, in the number of copies, and to the addresses indicated in the attachment entitled "Contract Documentation Requirements".

(1) The Government encourages electronic submittal of all reports, except that at least one copy of each financial report must be a signed hardcopy. The signed hardcopy may be received no later than 20 working days after the close of the report period, so long as the electronic copy was provided within 10 working days after the close of the report period. (If the Contractor submits its financial report with an electronic signature, a signed hardcopy is not required.)

(End of Clause)"

2. On page 57 under solicitation NNC09ZR0001R, Clause H.23 entitled "H.23 CAPITAL ASSET ACQUISITION – INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACTS (AUGUST 2009)" is revised and replaced with the following:

"H.23 CAPITAL ASSET ACQUISITION – INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACTS (AUGUST 2009)

- A. When any task/delivery order issued under this contract includes a requirement for capital assets* or items that contribute to the acquisition or increased value of a capital asset, the contracting officer will identify those items as such and create separate line items for them on the task/delivery order.

*A capital asset is an item: 1) With a total acquisition cost of \$100,000 or more, 2) With a useful life of 2 years or more, 3) Not intended for sale in the contractor's ordinary course of operations, 4) Acquired and/or fabricated by the contractor and to which NASA will or intends to take title, and 5) With an alternative future use (not research and development related).

NOTE: Items and/or services with values less than \$100,000 that contribute to the acquisition or increased value of a capital asset (e.g. surveys for real property or components for capital equipment) are also subject to capitalization rules. Generally, NASA will inform the contractor if such items and/or services are classified as capital assets.

- B. During contract performance, if the contractor determines a need to acquire or fabricate an item that may meet the criteria for capital asset, the contractor shall submit a written request for approval to the contracting officer. Based on internal review, if the item is determined necessary for contract performance and determined to be a capital asset, the contracting officer will either: 1) Issue a new task/delivery order for the capital asset, or 2) Modify an appropriate existing task/delivery order to add a separate line item for the capital asset.
- C. If NASA Contractor Financial Management Reports (NASA Form (NF) 533's) are required under this contract, the contractor shall report all costs incurred against each identified capital asset on its own report page on the NF 533's.
- D. The costs incurred for each item designated as a capital asset shall be identified separately on any invoice, voucher, or other authorized payment request submitted by the contractor under this contract.

(End of clause)"

3. Attachment A under Section J entitled "CONTRACT DOCUMENTATION REQUIREMENTS" paragraph C. FINANCIAL REPORTS is revised and replaced with the following:

"The following financial reporting requirements can be found in Reference: 1852.242-73 NASA CONTRACTOR FINANCIAL REPORTING. (NOV 2004), and is applicable to all cost type task orders. (a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedures and Guidelines (NPR) 9501.2D, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost occur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

The following requirements are in addition to those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract.

(a) The Contractor shall submit the following financial reports pursuant to clause NFS 1852.242-73, "NASA Contractor Financial Management Reporting":

(i) NASA Form 533M (Monthly Contractor Financial Management Report)

(ii) NASA Form 533Q (Quarterly Contractor Financial Management Report)

(iii) Upon written request, the Contracting Officer may authorize an alternative format that provides substantially the same level of detail as the required Form 533(s), but is more compatible with the Contractor's standard accounting/reporting format.

(b) The report(s) shall be prepared in accordance with the instructions contained in the aforementioned clause, NPR 9501.2D (NASA Contractor Financial Management Reporting), and on the reverse of the forms. NPR 9501.2D may be accessed through the NODIS Library at <http://nodis3.gsfc.nasa.gov/>. Any

contract requirements identified as Capital Assets have special reporting requirements, which are specified in the "Capital Asset Acquisition" clause of this contract.

(c) The cost categories for the reports are:

(i) Direct Labor Categories—Both Hours and Dollars

(ii) Labor Overhead Dollars

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(iv) Other Indirect Dollars

(v) Travel Dollars

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(vii) Other Direct Cost Dollars

(viii) COM Dollars

(ix) Total Cost

(x) Fee Dollars

(xi) Total Cost and Fee

(d) IF THE VALUE OF THIS CONTRACT (including options, whether exercised or unexercised) EXCEEDS \$1 MILLION, and the Contractor is submitting reports that provide both actual expenditures from past months and estimated expenditures for current/future months, THEN the Contractor shall provide a short explanation (approximately one sentence) of any variance that exceeds +/- 5 percent, between a previous estimated month-specific expenditure and the actual expenditure experienced. [Example: The March 533M states that Actuals for March were \$80K and estimated expenditures for April are \$100K. The April 533M states that Actuals for April were \$92K, which is a variance of 8 percent (from the "March estimated" number of \$100K). A short explanation—"widget prices were unusually low"—is required.]

(e) IF THIS IS A TASK ORDER CONTRACT, the Contractor shall submit one set of monthly reports that summarize the entire contract at the Task Order Level (total hours/dollars per Task Order), and a second set of monthly reports that address the individual cost categories identified in paragraph (c) above, for each active Task Order.

If the contract includes identified capital asset expenditures, each capital asset shall be reported on its own report page. The level of reporting detail for capital assets shall be equal to the separate reporting for Task Orders under the contract.

If the contract includes Recovery Act Funds, each recovery act task shall be reported on its own report page. The Contractor shall segregate Recovery Act funds from non-Recovery Act funds on NASA Form 533, Financial Management Reporting. The level of reporting detail for Recovery Act funds shall be equal to the separate reporting for Task Orders under the contract.

(f) Report periods and submittal dates shall be in accordance with the instructions contained in NPR 9501.2D.

(1) The cutoff date to be used for all 533 Reports is the closing date of the Contractor’s accounting month that has just been completed.

(2) The first 533M report shall be submitted within thirty (30) calendar days after incurrence of cost and, as with all subsequent 533M reports, is due not later than the tenth working day of the month after the close of the Contractor’s accounting month. The regular 533Q report (which is a PLANNING report) shall be submitted not later than the tenth (10th) working day of the month preceding the quarter being reported.

(g) Reports shall be submitted electronically and in hardcopy format, in the number of copies, and to the addresses indicated in the attachment entitled “Contract Documentation Requirements”.

(1) The Government encourages electronic submittal of all reports, except that at least one copy of each financial report must be a signed hardcopy. The signed hardcopy may be received no later than 20 working days after the close of the report period, so long as the electronic copy was provided within 10 working days after the close of the report period. (If the Contractor submits its financial report with an electronic signature, a signed hardcopy is not required.)

(End of Clause)”

4. As a result of the above clause changes to Sections G, H and Section J and the deletion of clause 52.211-11, the model contract has been revised which will consist of the revised Section B-I, Section J and the SF 33. Note Section K has not been changed. This amendment will include the model contract.

5. Under Section L, Provision L.28, is revised to renumber the “fill in clauses” as a result of deleting Clause 52.211-11 Liquidated Damages—Supplies, Services, or Research and Development:

“L.28 VOLUME IV—COMPLETED MODEL CONTRACT, AND SIGNED SF 33s

A listing of exceptions and deviations taken to the RFP will be included in this volume. This item will be accompanied by a Summary Addendum listing (by Volume & page number) every exception and or deviation taken by Contractor, and shall be entitled, "CONTRACTOR EXCEPTIONS AND DEVIATIONS."

The Offeror shall complete Items 12–18 of the SF–33 and include the SF–33 in Volume IV. All three copies of the SF33 shall have an original signature in Item 17.

The Offeror shall also complete the following sections of the RFP which shall be included in the model contract: Sections B-I, Section J Attachments, and Section K.

Section

Fill-in Required

C-1 Table of Contents

√ (check) Technology areas—Required for proposing Technology areas

Clause H.15

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

Clause H.20	SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS (OFFEROR FILL IN)
Clause I.93	SUBCONTRACTS
Clause I.122	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
Clause I.125	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
Section J.1	IT SECURITY PLAN
Section J.1	SMALL BUSINESS SUBCONTRACTING PLAN
Section J.1	ORGANIZATIONAL CONFLICT OF INTEREST PLAN
K.1 -K-8	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR”

6. All other terms and conditions under NNC09ZR0001R remain in full force and effect.