

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   17
2. AMENDMENT/MODIFICATION NO. 000005	3. EFFECTIVE DATE see block 16C	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			(X)	9A. AMENDMENT OF SOLICITATION NO. NNG11375927R
			(X)	9B. DATED (SEE ITEM 11) 01/13/2012
				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 2 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 add new, revise existing and/or replace clauses and provisions in entirety and to provide General Instructions for the Revised Final Proposal Revisions.

(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) Michelle D. McIntyre		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/19/13

1. The following Sections F, G, H, I and J are hereby revised to add new, revise existing, or replace clauses in entirety:

a) Section F, **DELIVERIES AND PERFORMANCE**, Clause F.5, **SHIPPING INSTRUCTIONS -- CENTRAL RECEIVING**, is revised to update the shipping instructions as follows:

**FROM:**

Receiving Officer  
Building 16W  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

**TO:**

Receiving Officer  
Building 35  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

The remainder of Clause F.5 is unchanged.

b) Section G, **CONTRACT ADMINISTRATION DATA**, Clause G.13, **IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT**, Paragraph (e) is revised as follows:

**FROM:**

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA Goddard Space Flight Center  
Building 16W, Code 279  
Greenbelt, MD 20771

**TO:**

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA Goddard Space Flight Center  
Building 35, Code 279  
Greenbelt, MD 20771

The remainder of Clause G.13 is unchanged.

c) Section I, **CONTRACT CLAUSES**, is revised as follows to update existing “by reference” Clause I.12 **CENTRAL CONTRACTOR REGISTRATION**, dated August 2012 to December 2012. Section I is also revised to replace **RESERVED** Clauses I.29 to add a new “by reference” Clause, I.29 **52.204-13 CENTRAL CONTRACTOR REGISTRATION MAINTENANCE**, dated December 2012. The clause is provided in full text below.

**I.29 52.204-13 CENTRAL CONTRACTOR REGISTRATION MAINTENANCE  
(DEC 2012)**

(a) *Definitions.* As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the CCR database” means that

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

(i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

**Section I Clauses not listed above remain unchanged.**

d) Section J, **LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, J.1 LIST OF ATTACHMENTS**, is hereby revised to replace Attachment C – Addendum, dated 9/11/ 2012 and Attachment L – It Security Applicable Documents Lists (ADL), dated 11/2011 as follows:

<b>Attachment</b>	<b>Description</b>	<b>Date</b>	<b>No. of Pages</b>
Attachment C - Addendum	Financial Management Reporting Requirement – Addendum: Supplemental Contractor Financial Management Requirements	2/2013	2
Attachment L	IT Security Applicable Documents List (ADL)	1/2013	5

**Note: Attachments not listed above remain unchanged.**

2. The following Sections K and L provisions are revised as follows:

a) Section K, **REPRESENTATION AND CERTIFICATIONS**, is revised to replace Provision **K.1, 52.204-8, Annual Representations and Certifications, dated May 2012**, in its entirety with the following:

**K.1 (52.204-8) ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]*

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_ (vi) 52.227-6, Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

b) Section L, **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**, revises existing provisions and replaces Provisions L.4, L.14, L.17 and L.19 in entirety as follows:

**L.4 SERVICE OF PROTEST (52.233-2) (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Dock Master  
Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 – Shipping and Receiving Dock

Prominently mark the envelope or package as follows:  
 Protest: Solicitation Number NNG11375927R  
 Attention: Michelle D. McIntyre, GSFC Mail Code 210.1  
 Contracting Officer Phone Number: 301-286-7985

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.14 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (AUG 2009)**

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A as demonstrated in the Representative Task Orders. Generally, the proposal should:

Demonstrate understanding of the overall and specific requirements of the proposed contract.

- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

As part of the Request for Proposal, the offeror shall respond to how they would approach the Representative Task Orders (See L.16). **THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDERS (RTOs) IN RESPONSE TO THE RFP.**

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title	Copies
I	Offer Volume	Original plus 1 Hard Copy and two electronic copies
II	Mission Suitability Volume	Original plus 2 Hard Copies and two electronic copies
III	Cost Volume	Original plus 1 Hard Copy, and two electronic copies
IV	Past Performance Volume	Original plus 1 Hard Copy and two electronic copies

(2) All pages of Volumes I, II, III, and IV shall be numbered and identified with the offeror's name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(3) Two electronic copies of the offeror's proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above). All volumes shall be prepared using either Microsoft Word (with backwards compatibility for Microsoft Word 2003) or a searchable Portable Document Format (PDF) compatible with Adobe Reader 9. Cost proposal charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2003). Formulas, not values should be used in Excel spreadsheets, unless otherwise directed in the cost model instructions, where amounts are calculated in electronic versions. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission. Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(4) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section M of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate.

(5) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.

<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>FROM FPR Page Limitations</b>	<b>TO RFPR Page Limitations</b>
<b>Offer Volume</b>	<b>I</b>	<b>L.15</b>	<b>None</b>	<b>None</b>
<b>Mission Suitability Volume</b>	<b>II</b>	<b>L.16</b>	<b>100 Pages</b>	<b>105 Pages</b>
(a) Cover Page, Indices, List of Acronyms, Table of Contents, Compliance Matrix, Labor Category Position Descriptions, Phase-in Plan, Quality Assurance Plan, Total Compensation Plan, and Safety and Health Plan.			<b>Excluded</b>	<b>Excluded</b>
(b) Deviations & Exceptions			<b>Excluded</b>	<b>Excluded</b>
<b>Cost Volume</b>	<b>III</b>	<b>L.17</b>	<b>Mixed</b>	<b>Mixed</b>
(a) Direct Labor Rates, Indirect Rates, and Award Fee Matrices (Attachment B)			<b>None</b>	<b>None</b>
(b) Cost Exhibits			<b>None</b>	<b>None</b>
(c) Basis of Estimates			<b>25 Pages*</b>	<b>25 Pages*</b>
(d) Deviations/Exceptions			<b>Excluded</b>	<b>Excluded</b>
<b>Past Performance Volume</b>	<b>IV</b>	<b>L.18</b>	<b>Mixed</b>	<b>Mixed</b>
(a) Information from the Offeror			<b>40 Pages*</b>	<b>42 Pages*</b>
(b) Cover Page, Indices, Past Performance Questionnaires, Customer Evaluations, Termination/Descope information, and List of Acronyms, Written consent of proposed significant subcontractors			<b>Excluded</b>	<b>Excluded</b>
(c) Deviations & Exceptions			<b>Excluded</b>	<b>Excluded</b>

**\*Includes prime and all significant subcontractors.**

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, charts, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b).

(End of provision)

**L.17 COST VOLUME (MAR 2011), paragraph (k), PHASE-IN PLAN, is revised as follows:**

**FROM:**

**(k) PHASE-IN PLAN**

Offerors shall propose the total estimated cost plus award fee associated with the 30-day phase-in period, which will be performed as a task order to the resulting contract. **Exhibit 9** shall be used to state the proposed cost for the phase-in, which is expected to commence on or about February 1, 2013.

**TO:**

**(k) PHASE-IN PLAN**

Offerors shall propose the total estimated cost plus award fee associated with the 30-day phase-in period, which will be performed as a task order to the resulting contract. **Exhibit 9** shall be used to state the proposed cost for the phase-in, which is expected to commence on or about May 1, 2013.

**L.19 PROPOSAL MARKING AND DELIVERY (NOV 2012), is revised as follows:**

(Offeror: You **MUST** comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

## **1. External Marking of Proposal Package(s)**

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

"Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 — Shipping and Receiving Dock  
Solicitation Number NNG11375927R  
Attn: Michelle D. McIntyre  
Building 25, Room N-040  
**PROPOSAL--DELIVER UNOPENED"**

Suggested additional marking if delivery is made by a commercial delivery service:

**"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 35 SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."**

## **2. Designated Receiving Office**

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 35, Goddard Space Flight Center, which must be accessed via the access road off of Good Luck Road and requires entry via the security guard gate. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 35 Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 35 Shipping and Receiving Dock after entering the Building 35 security gate. All deliveries are subject to GSFC Security screening.

## **3. Methods of Proposal Delivery**

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail  
Commercial Delivery Service  
Delivery by company employee or other individual agent

**It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.**

If proposals are going to be delivered by a company employee or other individual that does not currently have badged access to Goddard Space Flight Center:

- a. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- b. If the Solicitation documentation is not provided or the proposal packages are not properly marked, the driver will not be allowed access to make the delivery. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services is highly encouraged.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

**3. Offerors shall adhere to the following General Instructions for Revised Final Proposal Revisions (RFPR):**

The revised proposal shall comply with the instructions for formatting (margins, font size, etc.) as set forth in the RFP, Clause L.14. For any change pages submitted, the Offeror must highlight what the changes are by a combination of shading, bolding, underlining, italics, etc. to enable ready identification of the changes.

Electronic copies are to be in the same format as set forth in the subject RFP. It is requested that Offerors indicate, in Block 12 of the SF 33, a Revised Final Proposal Revision (RFPR) validity period of 180 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors Competitive Acquisitions," a different validity period may be proposed by the Offeror.

**ALL VOLUMES:**

One complete **electronic** copy (clean, with no highlighting of changes) of the Revised Final Proposal Revision shall be submitted which contains all revisions and conforms to the above stated page limitations. The primary purpose of this copy is to verify compliance with required page limits. In addition, one complete **electronic** copy (showing all changes, including

deletions) of the Final Proposal Revision shall be submitted and conforms to the Revised Final Proposal Revision stated page limitations. Narrative proposal content in Microsoft word shall use the track changes function to highlight changes. Other proposal content, such as cost proposal spreadsheets, may use any form of highlighting or narrative to highlight changes. Track changes and highlighting of changes should be used in comparison to the previous FPR, not the original proposal. Each individual hard copy Volume must be hole punched and submitted in individual binders.

In addition, a Changes Matrix (identifying all highlighted changes) to the RFPR shall be submitted.

**Offer Volume:**

Provide original newly signed copies of the SF 33 and provide 2 complete (1 original hard copy, 1 hard copy) copies with highlighted changes to address any revisions made to the offer volume. This volume shall include a revised Section K -- Representations and Certifications.

Provide 2 copies of a signed Amendment Five (5), SF 30.

**Mission Suitability Volume:**

Provide 3 complete copies (1 original hard copy and 2 hard copies) with highlighted changes to address any revisions made to the mission suitability proposal. Plans (i.e. Total Compensation Plan, Contractor's Quality Assurance Plan, Phase-in Plan, Safety and Health Plan, Organizational Conflict of Interest Plan) listed in Item 1 -- L.14, Mission Suitability Volume, Table paragraph (b) of this amendment shall be resubmitted if revisions have been made to the proposed approach. Administrative changes based on the revised start date of May 1, 2013 are not required (e.g. revised Phase-in schedule starting May 1, 2013).

In addition to the documents excluded from the Mission Suitability Volume page limitations, the following document is excluded from the page limitations:

- a. Changes Matrix (identifying all highlighted changes)

**Cost Volume:**

Provide 2 complete copies (1 original hard copy and 1 additional hard copy) with highlighted changes to address any revisions made to the cost proposal. Offerors shall provide data and narrative to address any cost areas that were identified in discussions.

RTO cost updates to Exhibit 4 are not required. However, any changes to the technical or staffing approach associated with RTOs shall be identified within the Mission Suitability Volume and/or BOEs as appropriate.

**Offerors are reminded that Cost Exhibits 1A and 2A shall include formulas and links between spreadsheets and workbooks, as appropriate, to fully demonstrate the basis of the costs.**

**Past Performance Volume:**

Based on the recent timing of the previous FPR proposal for Past Performance, the Government does not require an update to this proposal volume. However, if there have been performance changes, or if an Offeror chooses to provide additional information, up to two additional pages will be allowed. This may be done as either track changes from the FPR Past Performance volume, or as new pages, for a maximum of 42 pages total (including RFPR content). If an Offeror chooses to provide no update to the Past Performance volume, the Offeror shall state that in their proposal and the Offeror's previous FPR proposal will be the basis for the Past Performance Evaluation. If the Offeror chooses to update the Past Performance volume, provide 2 complete copies (1 original hard copy and 1 hard copy) with highlighted changes to address any revisions made to past performance.

In addition to the documents excluded from the Past Performance Volume page limitations, the following document is excluded from the page limitations:

- a. Changes Matrix (identifying all highlighted changes)

Note: Ensure that any revision made to a particular section of the proposal is also made to any other related area throughout the entire proposal. Also, proposal submission shall be in accordance with the instructions in L.14 of the Amendment 5 Request for Proposal (number of volumes to submit, formatting, etc...).

**4. Revisions in accordance with Amendment 5 shall be submitted not later than 1:00 p.m., February 26, 2013, in accordance with Solicitation Clause L.19, Proposal Marking and Delivery.**

**5. All other terms and conditions remain unchanged.**

**END OF AMENDMENT 5**