

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 000003	3. EFFECTIVE DATE 08/12/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Procurement Office Greenbelt MD 20771	CODE HQ	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Headquarters Procurement Office Greenbelt MD 20771	CODE HQ	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. NNH08245599R	9B. DATED (SEE ITEM 11) 08/12/2008	
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.		
FACILITY CODE		10B. DATED (SEE ITEM 13)		

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 clause B.8 - Cancellation of Training Activities in the solicitation and 2) 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 clause is hereby incorporated into the solicitation:

B.8 CANCELLATION OF TRAINING ACTIVITIES

Any activity (Extra Large, Large, Medium, Small, and Extra Small Training Activities) may be canceled fairly close to the training activity start date. Therefore, the cancellation policy for these activities is specified below. In all cases, written notice is considered "issued" to the Contractor when the Contracting Officer, or his/her designee, transmits an E-mail or facsimile to the designated Contractor point of contact; whichever occurs first.

EXTRA LARGE TRAINING ACTIVITY – The Government may cancel an order for an Extra Large Training Activity (CLIN X01) without charge provided that the Government gives at least eight (8) weeks notice to the Contractor prior to the scheduled start of the training activity. When less than 8 weeks notice is provided, a prorated amount of the fixed price will be negotiated based on the date the course is cancelled and the amount of work completed on that date.

LARGE TRAINING ACTIVITY – The Government may cancel an order for a Large Training Activity (CLIN X02) without charge provided that the Government gives at least six (6) weeks notice to the Contractor prior to the scheduled start of the training activity. When less than 6 weeks notice is provided, a prorated amount of the fixed price will be negotiated based on the date the course is cancelled and the amount of work completed on that date.

MEDIUM TRAINING ACTIVITY – The Government may cancel an order for a Medium Training Activity (CLIN X03) without charge provided that the Government gives at least four (4) weeks notice to the Contractor prior to the scheduled start of the training activity. When less than 4 weeks notice is provided, a prorated amount of the fixed price will be negotiated based on the date the course is cancelled and the amount of work completed on that date.

SMALL AND EXTRA SMALL TRAINING ACTIVITIES – For Small (CLIN X04) and Extra Small (CLIN X05) training activities, because the intensity of the effort starts close to the activity date, the Government may cancel these activities at any time prior to the scheduled start date without charge.

(End of clause)

(2) 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) in Amendment 1.

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.

Question 5: Besides the MS Office Suite what other Commercial software tools are currently being used to conduct/support the Training Logistics activities?

Answer 5: None that the Government is aware of.

Question 6: Which companies have expressed interest in and/or responded to the subject solicitation and sources sought notice?

Answer 6: Although no official bidder's list has been created, the following companies expressed an interest in the sources sought notice:

Allsource Global Management
Beacon Associates
Bryant Consulting
Design 2 Train
Dozier Technologies, Inc.
Ellis and Ellis Associates
Engle Group
General Logistics, LLC
GTCI
IMSolutions
KPS
Learning Right Technologies
Native American Management
North American Management
Oak Grove Tech.
PAI Consulting
Paragon Tec
Performance-Based Solutions, Inc.
REDE Inc.
Sentinel Solutions
Sevatec
St Julien
TRG

Voluminant
Z Systems Corp

- Question 7: Section F.3 - It is understood that 4 office spaces will be available for contractor personnel at the NASA HQ to conduct the training logistics activities. This section lists all the NASA sites where at the contractor is required to perform the training logistics services. Besides at the NASA Headquarters, Would any office space be available for contractor personnel at any of the NASA Centers?
- Answer 7: No.
- Question 8: Section J.1, Attachment E notes that the "Safety and Health Plan" is to be submitted by the vendor 30 days after the award.
- Answer 8: Section J.1, Attachment E has been revised in Solicitation Amendment 2 to remove the reference to "30 days after award." The safety and health plan is due as a part of the proposal.
- Question 9: Section L.12, Subfactor D requires a "safety and Health Plan" for evaluation per requirements stated in Section M.2, Subfactor D. In fact a 50 point weight has also been allocated to this plan. Does Section L.12 requires a Preliminary "Health and Safety Plan" that will be evaluated per Section M.2 and subsequently finalized 30 days after the award of the contract? Or, a single "Health and Safety Plan" is required per Section J.1 or Section L.12, not both?
- Answer 9: A single Safety and Health Plan shall be submitted and evaluated as a part of a complete proposal.
- Question 10: Section M.3 - Please confirm that the Evaluation Quantities listed for each CLIN in the Table are for a single contract year, not for all four years.
- Answer 10: Yes, the evaluation quantities listed for each CLIN in the table are for a single contract year. Those quantities will be multiplied by the proposed prices in order to come up with an evaluated price for each year. Then the evaluated price for each year will be summed to come up with an evaluated contract total.
- Question 11: PWS Section C.2.1, paragraph 12 - Would NASA reimburse higher shipping costs (other direct costs) for items sent via the FedEx and/or the UPS under emergency / time critical circumstances for meeting the NASA deadlines?
- Answer 11: Yes.
- Question 12: Section C.6, para # 3.e - This section requires the contractor to obtain "facilitators". Will NASA (agency or centers) be responsible for identifying and/or selecting the facilitators, while the contractor will make arrangement for acquiring (hiring for) their services?
- Answer 12: Yes.

Question 13: C.7 (Financial and Procurement) - First Paragraph, last sentence - Will NASA reimburse the cost of training vendor personnel when submitted as other direct costs (ODCs)?

Answer 13: Yes by prior approval only. However, most of the training, especially for the NASA financial and procurement systems is offered free by NASA at HQ.

Question 14: Is there a deadline for submitting all questions on the subject solicitation?

Answer 14: Pursuant to provision L.3, the deadline for submitting all questions regarding this solicitation was close of business August 27, 2008.

Question 15: B.5 Reimbursement of Material Costs (c)-No markup is currently permitted yet such costs cannot even be submitted on a Delivery Order request until incurred. Assuming normal processing by the time a D.O. is issued and an invoice is generated and processed the contractor will be required to finance potentially high material costs for three months. A handling fee should be allowed to recover these costs.

Answer 15: Reimbursement of material costs will be handled in accordance with Clause B.5. No handling fee will be allowed.

Question 16: The table detailing required proposal sections and page limitations requires offeror to submit Section V (Volume 3) Safety and Health Plan however; there are no specific instructions on what the offeror should include in this section and volume. Please clarify if the Government is looking for the contractor to submit the Safety and Health Plan same as that required in Section II (Volume 1). L8 page 44

Answer 16: The Safety and Health Plan will be evaluated under Mission Suitability, Subfactor D. However, the Safety and Health Plan must physically reside in its own volume (Volume 3). The Safety and Health Plan is excluded from the Mission Suitability page limitation. Instructions for submission of the Safety and Health Plan can be found in provision L. 12 – Mission Suitability Proposal Instructions.

Question 17: The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

Subfactor A -- Technical Approach
Subfactor B -- Management Approach
Subfactor C -- Offeror Qualifications/Capabilities
Subfactor D -- Safety and Health Plan

Appears that Subfactor D – Safety and Health Plan is the same information as that required in Section V (Volume 3). Please clarify if this assumption is correct. Since there is an entire Section/Volume dedicated to the Safety and Health Plan, we request that you remove the requirement to include Subfactor D in Volume 1 which is severely page limited. L.12.2

Answer 17: Please see Answer 17.

Question 18: Is this contract subject to the Service Contract Act?

Answer 18: Yes.

Question 19: Will any of the training sessions require a notetaker on site and, if so, how many?

Answer 19: No notetaker is required. NASA sometimes requests on-site logistics support for a program but it is not to serve as notetaker. Off-site support has been requested for about 10% - 25% of the programs per fiscal year.

Question 20: Clarify whether the Safety and Health Plan, Subfactor D of the Volume 1 (Mission Suitability Proposal) is included in the 15 page limit, since it also appears as Volume 3, unlimited pages.

Answer 20: Please see Answer 17.

Question 21: Will the employees that are required to be onsite be located at NASA Headquarters only?

Answer 21: Yes.

Question 22: What is the current level of effort?

Answer 22: The current contract is also Fixed Price Indefinite Delivery Indefinite Quantity, not level of effort.

Question 23: Is the incumbent contractor eligible to bid as a Prime?

Answer 23: No, the incumbent contractor is not an 8(a) firm.

Question 24: Given the fact that we are required to price out each activity, can you provide any historical information on the number of training activities or activity reports per year?

Answer 24: The quantities listed in provision M.3, Price Evaluation Factor were derived from historical data.

Question 25: Financial and Procurement Support-number of personnel/level of support effort required is not defined nor is the level of expertise required. These factors will drive the pricing, do you anticipate a fixed support level for the activities for financial tracking, procurement and travel?

Answer 25: The services required for the Financial and Procurement Support CLIN are detailed in the RFP and the PWS. It is the Offeror's responsibility to determine the level of expertise and level of staffing necessary to perform the services described. Currently, the support for this CLIN is being provided by 4 FTE's as a fixed support level.

Question 26: B.3 CLIN Definitions – A number of the examples vary from current practice. APM & ASE is currently large not extra large. Leadership Alignment for Managers (LAM) is currently medium not large. Development and maintenance

of the Agency Master Schedule is currently a medium activity report not a small activity report. Is there a reason for the changes?

Answer 26: The CLIN definitions have not changed and are correct as written in the RFP.

Question 27: Is additional design and development work envisioned under this contract?

Answer 27: No.

Question 28: Support of the SATERN learning system is currently a major project function including entering all courses to enable enrollment; final approval of all applicants; administration of the Headquarters APPEL and LMD domains and additional duties. No SATERN support is included in the PSOW, is this intentional?

Answer 28: All SATERN requirements are delineated in the PWS.

Question 29: Section B, B.2 Price Schedule –late cancellation CLINS in the current contract have been removed. There are cancellations due to such factors as low enrollment, launch schedule changes, vendor inability to deliver instructors, etc that are neither the fault of the contractor or the Government.. Since well over 90% of the total workload for an event will have been completed under the authorization of issued Delivery Orders how will such situations be handled? Will full payment be authorized or will there be a prorated amount based on the date the course is cancelled and the amount of work completed up to that date?

Answer 29: Clause B.8 has been added to the solicitation in Amendment 3 to address the cancellation of training classes.

Question 30: Section C.6, para # 2 - The contractor is required to develop and populate a prior participation database that should reach back at least 5 years. Is it OK to assume that the Government will supply the 5 year back participation data (GFI) for loading by the contractor during the 30 day transition period?

Answer 30: The Government will provide the 5 year back participation data. It is important to note, however, that although there may be a short transition period, there is no guaranteed transition period.

Question 31: Is there any specific database required to support this data transition from the Government or the Incumbent?

Answer 31: No.

Question 32: Considering that the contract will involve a transition form the incumbent (RGI), would it also involve the transition of all GFIs (equipment, software and tools) from the contractor for meeting the initial needs of the contract?

Answer 32: Other than the 5 year back participation data and the office space located at NASA HQ referenced in the Performance Work Statement, there is no Government Furnished Information or Equipment that will be provided.

Question 33: Request a clarification on the content for Section I, Volume 1 "Offer," and Section IV, Volume 2, "Cost."

We note Page 43, L.7 Proposal Preparation – General Instructions, (a) (1) states, "Offerors shall submit proposals in three volumes comprising of five sections as specified below:"

However on Page 46, L.11 Offer Section, the following statement is made, "Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed."

As we understand the requirement as stated, this would place pricing information in both Section I, Volume 1 and Section IV, Volume 2. We normally would not provide pricing information with the Technical information.

Please clarify; do you want pricing information in both sections and volumes?

Answer 33: Please provide CLIN pricing information in Section IV, Volume 2, "Cost." only. A reference to the Cost volume will suffice for the fill-ins for CLIN pricing in clause B.2 of the solicitation.