Q.4 Can NASA provide responses to Contractor's DRD recommendations prior to release of Final RFP in order to proceed with development of NASA's approved DRD format?

Comments received prior to the due date and time will be considered and, as appropriate, may result in a revision to the final RFP. Responses to all questions received prior to the deadline for submission of questions will be posted at http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=D&pin=76. If the question results in a revision in the RFP, the revision will be incorporated into the final RFP.

Q.5 What is the purpose/need of providing a breakout of investment by cost element? Would NASA consider allowing any investment in the templates to be total investment rather than broken out by cost element?

The information requested supports proposal evaluation in accordance with RFP evaluation criteria. Reference M.3 *Mission Suitability Factor*, MA04: *Business Strategy* and M.4 *Price Factor*.

Q.6 In the price template spreadsheet, should there be a formula in Cell E512 in the Labor Estimate tab for ISBR milestone to calculate the sum of the straight time hours for the first month?

The ISBR Labor Estimate tab formula omission will be corrected in the Final RFP.

Q.7 Does an Offeror need to provide explanations if the Offeror needs to change a formula in the L-02 or L-06 series price templates?

Offeror's changes to formulas in these attachments need not be called out or explained. Offerors are provided the flexibility to make changes based on compliance with their estimating, accounting and disclosure practices.

Q.8 How is an equitable adjustment achieved under the G.5 clause with the use of the rate table in B.4 since the fixed rates may not reflect the most current rate situation?

Pricing for contract change proposals shall utilize the established labor rates reflected in B.4 for the appropriate fiscal years. Any equitable adjustments made under FAR 52.243-1 Changes; Alternate I (refer to RFP I.2) will utilize these established rates for the subject labor categories involved in the change.

Q.9 Is it NASA's intent to allow updates to B.4 annually or with the pricing of each contract change in order to both receive the benefit of the most current rates and ensure equitable adjustments to contractors?

The labor rates included in clause B.4 shall be used during the entire period of performance of the resulting contract and are required to be utilized for pricing task order proposals, as well as, changes, if any. The Government does not intend to consider any proposed updates during contract performance. Offerors' shall propose the rates in accordance with the RFP. The rates will be negotiated under competitive procedures of FAR part 15 and included in the resulting contract.

Q.10 If the proposed deviations to FAR 52.227-14 are not approved by NASA HQ, will NASA impose the standard FAR 52.227-14 language or pursue a new deviated clause? When is a ruling from NASA HQ anticipated?

It is anticipated that the draft RFP deviation language for FAR 52.227-14 will be approved by NASA HQ before the release of the Final RFP.

Q.11 It is stated in the RFP that NASA has an 8% Small Business goal, but the table on p. 83 in the RFP and presented again at the Industry Day on slide 49 only adds up to 6.2%. Please clarify, how a proposer should address this goal and the criteria for rating the proposal against this goal?

Offerors should consider the Contracting Officer's assessment of subcontracting goals shown in L.22, Volume III, *Small Business* Utilization in submitting their proposal. In addition, refer to M.3, III, Small Business Utilization Subfactor for the applicable evaluation criteria**.** As clarification, the CCIDC Total Small Business goal is not a cumulative value derived from other subcontracting categories. An example of how the subcontracting categories contribute to the Total Small Business goal has been posted in the CCP document library: http://commercialcrew.nasa.gov/.

Q.12 Please explain further the approach that NASA will take to evaluating the Price Volume. Will models like NAFCOM be used?

The Government will use the appropriate price analysis techniques defined in FAR part 15.404-1 (b) to perform the price evaluation. Parametric cost estimating methods and tools are one of the price analysis techniques that may be used to determine a fair and reasonable price.

Q.13 Is there a formalized appeal process to the Contracting Officer determining accomplishment of a milestone should it be deemed unaccomplished?

The Government will consider revising the RFP, clause H.14 to clarify that if the Contractor disagrees with the Contracting Officer's determination that a milestone event has not been accomplished, it is subject to FAR clause 52.233-1 Disputes, Alt I of the contract.

Q.14 Can you please explain how are the proposer's business cases going to be evaluated?

RFP section M.3, II, MA04, *Business Strategy* provides the evaluation criteria.

Q.15 Can non-text illustrations, figures, tables, and graphics text be provided in a sans serif font such as Arial or Helvetica for improved readability? Also, because a sans serif font is typically larger than the equivalent size of Times New Roman, can these elements be provided in a size smaller than 12 point?

The Government does not anticipate changing the proposal instructions in section L.21 General Proposal Instructions, (d).

Q.16 Will a provided acronym list be excluded from the volume page count?

The Government anticipates revising the RFP to add an acronym list to Table L.21, Volume IV, PWS, Plans and Other Data, with no page limits.

Q.17 Is the WBS (DRD CCIDC-M-001-09) required in Section MA01 to be included within the 250-page limit of the Technical/Management volumes? Or, should it be added to the plans submitted without page limit in Volume IV? Please clarify

The Government anticipates revising the RFP, table L.21 to clarify that DRD CCIDC-M-001-09 should be included in Volume IV, *PWS, Plans and Other Data*, within the *Management Plans*, which has no page limit.

Q.18 Please clarify if or how the requirement to provide "achievements in complying with subcontract plan goals for small business" applies if the bidder was a small business until recently.

The Offeror should include additional information at their discretion per RFP L.22, Volume VI, Past Performance (b) to establish a record of relevant performance or state if no relevant past performance has been established. In accordance with FAR part 15.305 (a)(2)(iv), a lack of relevant past performance will be evaluated neither favorably nor unfavorably.

Q.19 Are the Life Cycle Cost Management Plan and LCC Estimate Analysis and Report (DRD CCIDC-M-001-11) required in Section MA04 to be included within the 250-page limit of the Technical/Management volumes? Or, should they be added to the plans submitted without page limit in Volume IV? Please clarify.

The Government anticipates revising the RFP; table L.21 to clarify that DRD CCIDC-M-001-11 should be included in Volume IV, *PWS, Plans and Other Data*, within the *Management Plans*, which has no page limit.

Q.20 Is NASA giving consideration to how it might stimulate direct small business participation in CCP or how it might incentivize the large primes to engage small business? If so, how might small business help NASA or how might we prepare to meet future contracting objectives in the CCP?

NASA's consideration of Small Businesses participation is being implemented by including Small Business subcontracting goals in the RFP. Offerors will be required to propose their Small Business Utilization as part of the evaluation process. Reference section L.22 Specific Proposal Instructions, Volume III, of the RFP for phase 1 and clause I.14 for anticipated small business objectives for Phase 2.

Q.21 The draft RFP L.22 Volume III Small Business Utilization (a) (4) encourages contractors to propose goals that are equivalent or greater than those recommended by the Contracting Officer. In addition, if Contractors do not meet the Government recommended goals, the offeror shall describe the efforts made to establish a goal. Based on this information, what contractor goals are to be included in the H.11 clause, the Government recommended goals or the Contractor goals whether higher or lower?

Clause H.11, Small Business Subcontracting Goals, will contain the Offeror's proposed goals. As per RFP L.22, Vol III, Small Business Utilization, each Offeror must perform an independent assessment of the small business subcontracting opportunities to include in its proposal.

Q.22 Section "H.14 Completion Milestone Payments and Interim Performance-Based payments" refer to Attachment J-4, "Milestone Acceptance criteria and Payment Schedule". It appears both H.14 and J-4 contain the same information. Can the information be carried in a single location to preclude possible oversight when making changes during contract execution? Suggest the milestone tables be deleted from H.14 and reference made to J-4 for milestone information.

The Government anticipates revising the RFP, clause H.14 to remove the milestone tables to avoid duplication with Attachment J-4.

Q.23 Will NASA consider tailoring clause 52.249-8 Default to increase the number of days allowed to cure any alleged default (currently 10 days) to 60 days?

The Government has determined that the clause as written is appropriate and will not be revised to modify the number of days shown.

Q.24 L.21 of the RFP states that all volumes with the exception of the Price Volume shall be in Times New Roman 12 point font size. However, the BOE template (included in Volume IV) are using Calibri 11--is that correct or does the template for the BOEs need to be reformatted to use Times New Roman 12 point font size?

The Government anticipates revising the RFP, section L.21 *General Proposal Instructions,* (d) to clarify that BOE's in volume IV are exempt from using Times New Roman font and 12 point size.

Q.25 Does NASA want the Model Contract submitted in PDF only or also in its native Microsoft Office format?

The Government anticipates revising the RFP, section L.21 (i) to state that the model contract should be sent in its native Microsoft Word format.

Q.26 Information in (d) Model Contract includes (1) Standard Form (SF) 33, (2) Financial Capability Disclosure (For responsibility determination only) and (3) Funding Mechanisms (For responsibility determination purposes only). Inclusion of (2) and (3) data in the Model Contract would require contract modifications be processed as this financial and funding data is updated over the contract period of performance resulting in additional costs for the program/NASA. Since this data is referenced as being for "responsibility determination only," would NASA consider moving it out of the Model Contract portion of Volume V and having it included in Volume V in a separate section?

The Government anticipates revising the RFP paragraph structure to not include the Financial Capability Disclosure, Funding Mechanisms, and Statement of Compliance with Minimum Eligibility Requirements in the Model Contract section and have it shown as a separate section as part of L.22 Volume V, Price.

Q.27 Will NASA delete the requirement to develop and deliver within 30 days after award, an IT Security Plan to the CO? This Plan is not in the current DRL/DRD set.

The Government anticipates the final RFP will continue to include I.12, NFS 1852.204-76 *Security Requirements for Unclassified Information Technology (IT) Resources*. The Government anticipates revising attachment J-3, *Data Requirements List (DRL)/Data Requirements Description (DRD*), to include the description and delivery requirements for an IT Security Management Plan and, if applicable, an IT Security Plan.

Q.28 Life Cycle Costs and pricing of flight services comprise sensitive and highly competitive data for future activities. What additional safeguards will be in place to assure that this Competitor unique information is protected in a market based environment?

During execution of the contract, it is the contractor's responsibility to ensure that sensitive information it wants to have protected is provided in compliance with document marking as specified in NFS 1852.237-73, *Release of Sensitive Information*. When the Government receives this sensitive documentation, the Government will follow the specifics of NM 1600-55, 5.24 Sensitive But Unclassified (SBU) Controlled Information.

Q.29 When NASA approval is required, what is the timeline for this process, and other processes that need NASA approval?

There are review schedule constraints identified in the RFP in several areas (e.g. the Statement of Objectives CO05, type 2 document definition in attachment J-3). The timelines for NASA approval are dependent on several factors such as pre-coordination performed per the insight/oversight plan, completeness and quality of the product for approval and the complexity of the issue.

Q.30 Does NASA want to see proposals that "accelerate a CTS" and get beyond CDR, or simply propose what is necessary to get to CDR?

The structure of the RFP provides Offerors the flexibility to advance beyond the CDR level and accommodates Offerors with differing entrance levels of design maturity. Offerors define their own pace of performance for their design maturity and the risk associated with their approach to accelerate development within the budget and schedule constraints.

Reference: B.2, Supplies and/or Services to be Provided; L.22, Specific Proposal Instructions; L.23, Proposal of Completion Milestone(s) and interim Performance-based Events (CLIN001); L.24, Proposal of Options for Additional Development Testing and Certification Activities (CLIN003) and M.3 Mission Suitability Factor.

Q.31 The DRL shows that the Systems Analysis Plan should be delivered in "draft" form. TA01 states that " ... shall be provided in Volume IV as follows: "Initial" version of their analysis plan for their first analysis cycle per DRD CCIDC-T-008, Systems Analysis Plan and Reports." Should the plan

submitted with the offer be the draft as per the DRL or initial as per TA01 language? These have different requirements per Attachment J-3, Paragraph 1.2.2.2, page 2 of 62.

The Government anticipates revising the RFP for consistency between J-3 and TA01 to have the Systems Analysis Plan be submitted in an "initial" version with the proposal.

Q.32 Is it better to have many smaller milestones along the way to a larger milestone or simply have interim payment milestones on the path to the four required milestones?

The RFP is purposely structured to provide the Offeror with the flexibility to propose interim milestones or interim payments in support of their own pace of performance for achieving the CCIDC objectives. Refer to L.23, Proposal of Completion Milestone(s) and interim Performance-based Events (CLIN001), H.14 Completion of Milestone Payment and Interim Performance-Based Payment Events and I.10, 52.232-32 Performance Based-Payments.

Q.33 Can Contractors use their existing internal documentation in response to deliverable requirements?

In the Draft RFP, Attachment J-3 section 2.5, NASA is allowing Contractors to use internal documentation in response to the data deliverable requirements for the CCIDC. The Government anticipates revising the RFP for clarification purposes.

Q.34 How is relevant work defined in the context of soliciting safety, mission assurance, and environmental past performance?

“Relevant past performance is work that is similar in size, content, and complexity to the requirements of this RFP” as defined in the RFP L.22 Volume IV, Past Performance (a).

Q.35 Can you clarify whether the following statement, "relevant active or ended contracts and agreements in the last three years" means relevant ended contracts, or simply ended contracts, regardless of their relevancy?

The Government anticipates revising the RFP to clarify the word “relevant” applies to both active and ended contracts and agreements in the last three years. Refer to RFP L.22 Volume VI, Past Performance (a).

Q.36 For Past Performance, are references for both government and non-government experience acceptable?

The Government anticipates revising the RFP to clarify that past performance work is not limited to Government contracts or agreements.

Q.37 How do we delineate previous work, even if co-funded by NASA under the Commercial Crew Program?

To delineate previous work not developed in performance of the IDC, Offerors shall describe such data in the listing required by FAR 52.227-15. There is a presumption that this data is at least partially developed at private expense, i.e. co-developed, and would be deliverable with limited rights.

Q.38 How would you like to see detailed delineation for co-investment versus defining what is done in the performance of the IDC exclusively at Government investment?

The delineation is represented by the Contractor affixing the correct data rights legend on the data. Data first produced in performance of the IDC exclusively at Government expense shall have no proprietary legend. For all other data first produced in performance of the IDC (e.g. co-investment), the Limited Rights Notice (Dec 2007) (Deviation) is applicable.

Q.39 How is "limited rights" versus "unlimited rights" determined?

As provided in the clause, the Government gets “unlimited rights” in data first produced in the performance of the contract exclusively at Government expense. If the pending deviation is approved, the Government gets only “limited rights” in data developed wholly or in part at private expense that embody trade secrets or are commercial or financial and confidential or privileged. Thus, data that is “co-funded,” i.e., produced in part at private expense, is considered “limited rights data.” Contractors will be able to assert that data was produced in part at private expense by a showing of Contractor investment of more than a nominal amount in creating the data. Further, if during contract performance, and wholly at Government expense, the Contractor modifies a design previously developed by the Contractor outside of the contract wholly or in part at private expense (e.g. FAR 52.227-15 listing), data related to such modification will be considered to have been produced at least in part at private expense and thus be delivered with “limited rights.”

Q.40 In a limited rights or unlimited rights situation, what control does NASA exert over using the CTS for other customers?

None. The Contractor maintains ownership and use of the data for other purposes.

Q.41 Will NASA consider an H clause which clarifies that "compensated" in FAR 52.227-16 includes reimbursement of any required direct labor, and contractor's ability to deliver is subject to the availability of appropriate personnel?

The Government does not anticipate adding an H clause for this purpose. FAR clause 52.227-16 allows the Government to order any data first produced or specifically used in the performance of the contract that is not otherwise specified for delivery elsewhere in the contract. The Contractor is entitled to compensation for costs incurred to convert the data into the prescribed form, reproduction, and delivery to the Government. The Government believes that the standard clause adequately describes the type of costs the Government will reimburse the contractor for its efforts. The Government will not make the exercise of its rights under this clause subject to the Contractor's determination on whether it has sufficient manpower to perform.

Q.42 Will NASA include the full text of NFS 1852.227-11 in the RFP?

The Government anticipates revising the RFP to include clause 1852.227-11 in full text.

Q.43 FAR 52.227-14 Rights in Data (Deviation) allows NASA to gain unlimited rights in Contractor data if unacceptable DTEC proposal submitted (including terms) or Contractor defaults. Will NASA limit this clause to prime Contractors only as Subcontractors are unlikely to accept this clause?

The Government does not anticipate changing the clause for this purpose. FAR clause 52.227-14 (Dec. 2007)(Deviation) is not a mandatory flow down to subcontractors. The Government's intent is to balance its objective of minimizing the Government's acquiring rights in data while protecting the Government's investment. Absent the deviation language, the Government always takes unlimited rights to data first produced and software first developed in performance of the contract under FAR 52.227-14. In the IDC, the Government waives its right to otherwise receive unlimited rights in data and/or software first produced in performance of the contract, but protects its interest to receive unlimited rights in cases where the Contractor is terminated for default, fails to bid on the subsequent phase or provides an proposal on the subsequent phase that is determined unacceptable in accordance with NFS 1815.305-70. The subcontracting provisions of FAR Rights in Data – General clause, 52.227-14, provide that the Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under the contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer (See paragraph (h) Subcontracting).

Q.44 In the I.9(b)(3) clause, FAR 52.227-14 (Deviation), would NASA obtain unlimited rights to data first produced in performance of this contract if the Contractor submits a proposal on the next phase that contains an exception to terms and conditions that are deemed unacceptable to NASA

An unacceptable proposal submitted in the next phase of the Commercial Crew Program (e.g. DT&E) has a very specific meaning for triggering the Government's ability to receiving unlimited rights to data first produced in performance of this IDC contract. An unacceptable proposal for this purpose is defined by NFS 1815.305-70 and addresses proposals that do not warrant completion of an initial evaluation based on three specific instances stated in the clause.

Q.45 Reference the I.9(b)(3) clause, Alternate II, paragraph (c) Limited Rights Notice, and Alternate III, paragraph (f) Restricted Rights Notice contained in FAR 52.227-14 (Deviation). Why did the Government deviate from the standard FAR clause and impose risk on the Contractor that the Government may ultimately take unlimited rights in data first produced and software first developed in performance of the contract?

The deviation to FAR 52.227-14 provides the Government less rights in data than it would have received under the standard FAR clause. The Government's intent is to balance its objective of minimizing the Government's acquiring rights in data/computer software while protecting the Government's investment. Absent the deviation language, the Government always takes unlimited rights to data first

produced and software first developed in performance of the contract under FAR clause 52.227-14. In the IDC, the Government waives its right to otherwise receive unlimited rights in data and/or software first produced in performance of the contract, but protects its interest to receive unlimited rights in cases where the Contractor is terminated for default, fails to bid on the subsequent phase or provides a proposal on the subsequent phase that is determined unacceptable in accordance with NFS 1815.305-70.

Q.46 Does NASA intend to address the inconsistency between FAR 52.227-14(a)(2)(Deviation) definition of restricted software and our inability to claim copyright in, publish or release to others any computer software first produced under contract without the Contracting Officer's prior written permission according to FAR 52.227-14 (c)(ii)(Deviation) or NFS 1852.227-14 (4)(i)?

There is no inconsistency. The revised restricted rights definition spells out the rights the Government acquires and may assert in computer software developed in performance of the contract. This has nothing to do with copyright.