

CCIDC Questions and Answers

- Q.47 Will contractors be allowed to submit a commercial small business subcontracting plan in lieu of an individual small business subcontracting plan?

The Government will not accept a commercial subcontracting plan for the CCIDC. Refer to FAR 52.219-9 definitions of Commercial Plan and Commercial Item, and the Draft RFP synopsis, dated September 19, 2011, which states that NASA does not intend to use FAR Part 12 for commercial item acquisition.

- Q.48 NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract. Since this is a commercial program is technical, design, financial, administrative, management, work flow, logistics, etc. data residing on external (Contractor) systems considered NASA data?

Data and information will be considered NASA Electronic Information as defined in I.12, NFS 1852.204-76 (c)(2), *Security Requirements for Unclassified Information Technology Resources* in the resulting CCIDC contract per the applicability language of NFS 1852.204-76 (b). This clause does not determine whether data or information is considered "NASA data" for rights or ownership purposes, only how the contractor shall protect electronic information processed, managed, accessed or stored on an IT system(s) in the performance of the contract. To determine the Government's rights in data produced or delivered under the contract, Offerors should refer to the language in I.9, 52.227-14 *Rights In Data – General, (Dec 2007) (Deviation) – Alternate I, (Dec 2007) (Deviation), Alternate II, (Dec 2007) (Deviation), Alternate III (Dec 2007) (Deviation), As Modified Per 1852.227-14 Rights In Data - General.*

- Q.49 What level of insight and oversight will NASA require during the IDC phase for NASA funded unmanned development tests. (e.g. system level ECLSS testing, pad abort testing, parachute drop tests, etc.) / What level of insight and oversight will NASA require during the IDC phase for NASA funded manned development tests. (e.g. human-rated chamber testing of suits and ECLSS, manned orbital test flight, etc.) / What level of insight and oversight will NASA require during the IDC phase for Contractor funded unmanned development tests that are proposed in the contract. / What level of insight and oversight will NASA require during the IDC phase for Contractor funded manned development tests that are proposed in the contract. / What level of insight and oversight will NASA require during the IDC phase for Contractor funded unmanned development tests that do not appear anywhere in the contract, but are related to the project goals. / What level of insight and oversight will NASA require during the IDC phase for Contractor funded manned development tests that do not appear anywhere in the contract, but are related to the project goals.

NASA insight/oversight as outlined in the approved insight plan applies to any activity, regardless of funding source, for which the resulting data or information is generated for the purpose of supporting or satisfying the design, development or certification requirements for an integrated crew transportation system.

- Q.50 How will differences between NASA and the CTS contractor be arbitrated? For example on page 29 of the Draft RFP, it states that "the contracting officer will unilaterally determine the Contractor's accomplishment of each event." What is the recourse if the contracting officer does not approve a milestone?

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In accordance with subpart 33.2, *Disputes and Appeals*, it is the Government's policy to try to resolve all contractual issues by mutual agreement at the Contracting Officer's level. If a difference arises between NASA and a CCIDC contractor, the Contractor and Contracting Officer can seek resolution by understanding the reasons of disapproval in order to identify and agree on the appropriate actions required to reach a solution. In addition, the parties can process any Contractor claim(s) in accordance with FAR clause 52.233-1, *Disputes, Alt I* in order to resolve contractual issues.

Q.51 In addition, on p. 21 of the Draft RFP it states "the Contracting officer may reasonably direct" safety measures. What is "reasonable" and are there limits to what the Contracting Officer can direct?

The Contracting Officer's direction will be based on the unique circumstances of the resulting contract and the direction will be in accordance with maintaining "safety" as defined in NFS 1852.223-70.

Q.52 Also in cases where there is a NASA co-chair, who is in charge? The NASA co-chair or the Contractor co-chair? Who resolves disputes? This is critical to understand for a firm fixed price contract. We suggest a well defined process be specified to arbitrate such potential disputes.

The Government anticipates revising the RFP to clarify co-chair responsibilities and handling of potential disagreements.

Q.53 What is the nature of clause 52.204-10 that requires this type of reporting?

It is required by law; refer to FAR subpart 4.14 which implements the clause per section 2 of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Public Law 110-252).

Q.54 Will NASA consider removal of clause 18.52.209-72 - Composition of the Contractor from Final RFP as the agreement between the legal entities should control the rights of the parties, not this clause?

The Government considers this clause appropriate for this acquisition. The Government does not intend removing clause 1852.209-72, Composition of the Contractor from the RFP.

Q.55 On page 3 of Attachment J-4 of the Draft RFP, item (m) of the ISBR acceptance criteria states "The Contractor demonstrated an acceptable level of risk to achieving CTS certification by the end of 2016." What is "acceptable" and how does the contractor demonstrate this?

The Government anticipates revising the RFP to clarify or restate the acceptance criteria definition.

Q.56 The DRL shows that the Configuration Management Plan, Requirements Management Plan, Interface Management Plan, Export Control Plan, Margin Management Plan, WBS, Life Cycle Cost Management Plan, Range Safety Documentation, and Alternative Standards DRD's are to be delivered with the proposal yet these plans are not called out in Table L.21 or within Section L, Instructions indicating where they are to be submitted. Where are these plans to be submitted within the proposal?

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The Government will revise the DRL, Table L.21 and section L- Instructions of the RFP to be consistent and to clarify that applicable plans required as part of the proposal will be submitted in Volume IV, *PWS, Plans and Other Data*.

Q.57 What standards, process and requirements are being referred to in the DRFP executive summary?

This reference is a summarized version of the more detailed Statement of Objective CO01 in Attachment L-01.

Q.58 In the executive summary, bullets 2 and 4 in the list of objectives are the same. Please clarify if one of these should be replaced with new text.

Bullet 2 refers to a **baseline** design and is a summarized version of the more detailed Statement of Objective CO02 in Attachment L-01. Bullet 4 refers to a **critical** design and is a summarized version of Statement of Objective CO04.

Q.59 How will NASA decide when to allow for an equitable adjustment when supporting independent investigations per H.9 – Investigation and Corrective Action clause?

The Government anticipates revising the RFP to clarify that the Government reserves the right to conduct independent Government investigations in clause H.9, *Investigation and Corrective Action*. Any equitable adjustments will be considered on the unique circumstances of the change and in accordance with contract clauses.

Q.60 How will NASA ensure that final approval authority of Hazardous operations per H.3 (j), NFS 1852.223-70 Safety and Health Clause, won't adversely affect contract schedule and costs, especially in this design and development contract?

The Government anticipates revising the RFP to replace NFS clause 1852.223-70, *Safety and Health* with NFS clause 1852.223-72, *Safety and Health* (short form) and to add contractual language that narrows the scope by approving only those operations involving participation of NASA personnel and its support services contractors.

Q.61 Please clarify what will be required for verification of requirements?

The Government anticipates revising the RFP to clarify verification requirements.

Q.62 Will a final version of alternative standards CCIDC-T-003 be agreed to by the contractor and NASA before contract award?

The Government does not intend to approve alternative standards prior to contract award. Offerors should refer to CCT-REQ-1130, SSP 50808 and CCT-STD-1140 when considering using alternatives to the NASA standard. These documents provide information regarding the standards that NASA considers crucial to a successful development effort. These documents can be found on the CCP document library: <http://commercialcrew.nasa.gov/>.

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Q.63 Will NASA delete the requirement to deliver Design and Analysis Tools per CCIDC-T-007 since they are IP?

The Government anticipates the final RFP will continue to include the requirement to deliver Design and Analysis tools proposed by the contractor in the resulting contract. Rights to and protection of technical data and computer software will continue to be in accordance with appropriate clauses in the resulting contract.

Q.64 The Insight/Oversight plan is listed in Table L.21 as an unlimited portion of Volume IV. Is the requirement in MA05 to provide a summary of the separately submitted plan? Please clarify.

The Government anticipates revising the RFP to clarify that an Insight/Oversight plan contained in Volume IV will satisfy the requirement in MA05.

Q.65 In most cases, a letter of commitment from the key person to the offeror's company will not fit within the limited 2 pages when the other required information is provided. Is this letter of commitment provided outside the 2-page limit? If not, please clarify what constitutes an adequate letter of commitment.

The Government anticipates revising The Key Personnel Resume Form (Attachment L-05) to eliminate the requirement for a "letter of commitment."

Q.66 Please clarify how commitment to program (full vs. part time, e.g.) will be objectively evaluated.

The Government anticipates revising the RFP; section M, *Management Approach Subfactor*, MA03: *Organizational Alignment and Teaming Arrangements* to clarify the evaluation of commitment in section MA03.

Q.67 The requirement for a letter of commitment from a key person to the offeror's company is understandable in instances when a key person is not currently an employee of the offeror's (but perhaps a consultant or a person to be hired under certain conditions). However, the requirement is not as understandable if a key person is expected to express his commitment in a letter to his own, current employer. Please clarify if this requirement applies in only certain instances. Please clarify the expected content of the letter of commitment.

The Government anticipates revising The Key Personnel Resume Form (Attachment L-05) to eliminate the requirement for a "letter of commitment."

Q.68 The phrase "percentage of commitment (part-time, full-time)" seems contradictory. Please clarify whether commitment of key personnel should be provided as a percentage of time (such as 30%, 50%, 75%, etc.) or whether one of two broad categories such as part-time and full-time is sufficient.

The Government anticipates revising The Key Personnel Resume Form (Attachment L-05) to clarify time commitment as a percentage of time.

Q.69 Can you please provide a definition of a "Minor Subcontractor"?

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“Minor subcontractors” are defined as those subcontractors that do not fall in the “major subcontractor” definition in L.22, *Specific Proposal Instructions; Volume V, Price, (b)*.

Q.70 Can travel cost be submitted at a summarized level versus providing travel cost at a very detailed level?

The Government will revise the RFP; Pricing Template attachments to require fewer details regarding travel cost data.

Q.71 Is an OCI Plan required with the proposal?

The Government will not require an OCI mitigation plan with the proposal submission.

Q.72 Can NASA Centers that are on an industry team for the future CCIDC program continue during the "Blackout" to provide proposal support in a manner like that of other companies that are part of the industry team?

Offerors may continue communications during the CCIDC blackout period with NASA Centers for the purpose of developing reimbursable agreements to use NASA resources in the performance of the resulting CCIDC. However, Offerors may not request, and NASA Centers will not provide, assistance in preparing the Offeror’s CCIDC proposal, advice or opinions on the Offeror’s proposed design solution or approach to performing the requirements of the CCIDC contract, or any information regarding the CCIDC procurement or technical requirements.

Q.73 Would NASA considered offering a version of the final RFP that uses the revisions feature or some other means to clearly show what has changed from the draft to the final?

The Government will not release a RFP version that shows revisions in order to avoid confusion on what version is the final official RFP version. Because the final RFP will be released in its native Microsoft Word format, Offerors have the option to use Microsoft’s Word feature “compare” to produce their own “redline” document that compares the changes between the Draft RFP and the Final RFP. The Government intends to release a Summary of Significant Changes to highlight significant differences between these documents.