

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE 08/28/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. NNK13475600R		
		x 9B. DATED (SEE ITEM 11) 08/07/2013		
		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 _____ 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.)

NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT)

This amendment revises the RFP as described on page 2.

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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

The purpose of this amendment is to:

Provide prospective offerors with responses to questions submitted for RFP NNK13475600R NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT). Responses to questions are provided in order of the applicable sections of the RFP and are listed on the accompanying pages. Please note, pages H-2, I-1, and Attachment J.3-6, have been revised. Replacement pages are attached for the aforementioned revised pages.

Potential offerors are notified of the following changes:

1. Revised Table H.1 *Launch Service Payment Schedule*, to change Mission Success Criteria to Payload Success Criteria.
2. Revised clause I.2, *FAR 52.212-4 Contract Terms and Conditions- Commercial Items (JUL 2013) (TAILORED)* to change Interface Control Document (ICD) to Interface Document (ID).
3. Revised Attachment J.3, *Milestone Deliverables Descriptions and Requirements*, to change the title of Mission Success Criteria to Payload Success Criteria.

All other areas of the RFP remain unchanged.

NEXT RFP QUESTIONS & ANSWERS

SECTION H

1. Please clarify the following: Launch Services as defined in RFP Section H.4, are stated to exclude the vehicle and facilities cost; however, execution of the SOW requires such costs be included within the proposal.

RFP Reference B.1, H.4, Attachment J.1

RESPONSE: Section B.1, “Supplies and/or Services to be Provided and Price,” states, “The Contractor shall provide launch vehicle services for NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT) requirements for a CubeSat-Class launch service in accordance with the Statement of Work incorporated in Attachment J.1 for the firm fixed price identified ...” Attachment J.1 Statement of Work identifies the scope and requirements of the contract. Section H.4 only defines the domestic source criteria.

2. The FAA license discussed pertains to NEXT and would only be achievable by the latter part of the period of performance as we qualify and certify the vehicle and its subsystems. However, Section H.5 indicates an FAA license is required to be obtained 30 days from contract award, please clarify the FAA license requirements.

RFP Reference H.5

RESPONSE: The requirement of Section H.5 “Compliance with Safety and Occupational Health Standards,” is compliance “...with all Federal, State, and local laws, and customary commercial practice applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.” The submittal time frame is for documentation required to comply with the clause at Section H.5, not for acquisition of the FAA license.

SECTION I

3. Please clarify any orbital circularization and or minimum and maximum variances pertaining to the NEXT as identified in Section I.2, “The Government will accept only those launch services that successfully deliver a separated and undamaged payload to the proper orbit conditions and insertion accuracies and do not exceed the environmental parameters stated in the Interface Control Document (ICD) except as otherwise provided in this contract.”

RFP Reference. I-1 section I.2

RESPONSE: There is no requirement for a circular orbit. Attachment J.2 NEXT-3 identifies the description and purpose of the Interface Document (ID) requirements. Attachment J.1 (5) identifies that the Contractor shall coordinate with the Government to develop the ID during integration. Section I-1 has been updated to change ICD to ID.

NEXT RFP QUESTIONS & ANSWERS

SECTION J

4. The designation of the orbital minimum altitude of 250 miles seems to be counter to the growing CubeSat approach to minimum orbital life cycle, orbital debris management, and collision avoidance, given the International Space Station (ISS) band where this requirement coincides. Please clarify the orbital minimum altitude.

RFP Reference Section J.1

RESPONSE: In establishing the minimum altitude of 425km, NASA has considered the ISS band, orbital debris management and the average life of the CubeSat. A nominal mission will require some time to acquire the CubeSat, perform check out and start the science objectives. Therefore, placing a CubeSat below the ISS would further limit the time to perform the science for the mission.

5. Please clarify the orbital inclination of 0 to 98 degrees: Orbital inclination capability is launch site specific and a 0 degree requirement is not possible from the continental U.S. without a significant energy penalty.

RFP Reference J.1

RESPONSE: The Contractor may propose any launch site/inclination, in compliance with the requirements of the RFP, as long as the inclination is between 0 and 98 degrees to deliver a payload with a minimum total payload mass of 15kg to a minimum orbital altitude of 425km as stated in Attachment J.1 Statement of Work.

SECTION L

6. Our company is a recent start-up and has been using non-government investments to date and does not have any previous contracts to submit. What will the lack of previous contracts have on our proposal evaluation? Specifically, is this a show stopper for a reasonable proposal?

RFP Reference L.3.2

RESPONSE: Section L.3.2 Past Performance page L-7 states, "In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance, or for whom information on past performance is not available, may not be evaluated favorably or unfavorably on past performance." See also Section M.1(c) describing Past Performance as an evaluation factor for award.

7. **PLEASE CLARIFY:** In regards to Proposal format, aside from what is mentioned in the RFP, is there a specific table of content with sections that you are looking for in the proposal submissions?

RFP Reference: L.2.

RESPONSE:

Section L.2, page L-2 Proposal Preparations states the NASA's requirements for proposal formats.

Milestone/ Commercial Interim Payment No.	Invoice Submission Dates	Payment(s) Months Before / After Milestone	Amount (% of Launch Service CLIN Price)	Projected Invoice Value (\$)	Cumulative Amount of Launch Service Payments (\$)
	<i>Offerors to insert projected invoice submission dates</i>			<i>Offerors to insert individual dollar amounts associated with projected invoice</i>	
1		Award + 2 weeks*	5		TBD
2		Award + 3 months*	10		TBD
3		SRR + 3 months*	10		TBD
4		PDR + 6 months*	10		TBD
5		CDR + 6 months*	15		TBD
6		QT + 6 months*	15		TBD
7		L -3 months**	10		TBD
8		L-0**	5		TBD
9		Launch + 2 months**	20		TBD

* - No Earlier Than

** - No Later Than

NOTE:

The Contracting Officer will either approve the final payment (Launch+ 02M) within thirty (30) days after receipt of the Final Flight Report, (NEXT-6) or withhold the final payment in accordance with the requirements of Attachment J.3 Milestone Deliverable Descriptions and Requirements, “Payload Success Criteria.” The final payment (Launch + 02M) shall not be made in event of a failed mission determination. In the event of a failed mission, the final payment shall be forfeited by the Contractor and is not recoupable.

- (d) The Contracting Officer will unilaterally determine the Contractor’s accomplishment and successful completion of each milestone event. The Contracting Officer’s determination of milestone event completion will include, but is not limited to, the accomplishment criteria listed for the major milestone events set forth in Attachment J.3 Milestone Deliverable Descriptions and Requirements. In addition, the Contracting Officer will determine if the following are complete for each payment requested: all Contract Data Requirements List (CDRL) data item deliverables for which delivery is required prior to the requested payment and all previous events have been met. Approval of the final payment will be made in accordance with contract requirements of Attachment J.3 Milestone Deliverable Descriptions and Requirements.
- (e) If modifications are issued against this contract, the performance-based payments event schedule will be adjusted as necessary to reflect the actions required by those contract modifications.

(End of clause)

H.3 REPRESENTATIONS, CERTIFICATION AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.212-3, Offeror Representations and Certifications – Commercial Items Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [TBD], are hereby incorporated by reference in this resulting contract.

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to the Section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
FAR 52.227-14	RIGHTS IN DATA—GENERAL (DEC 2007)
FAR 52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
FAR 52.246-25	LIMITATION OF LIABILITY—SERVICES (FEB 1997)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

NFS 1852.215-84	OMBUDSMAN (NOV 2011)
NFS 1852.219-76	NASA 8 PERCENT GOAL (JUL 1997)

I.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUL 2013) (TAILORED)

(a) *Inspection/Acceptance.* For launch service Contract Line Item Numbers (CLINs) prior to launch, the provisions of FAR clause 52.246-4 Inspection of Services—Fixed-Price (Aug 1996) shall govern and apply to this contract and is incorporated by reference under contract Section I. The Government reserves the right to perform in-process inspection or testing of any supplies or launch services tendered for acceptance prior to launch.

The Government will accept only those launch services that successfully deliver a separated and undamaged payload to the proper orbit conditions and insertion accuracies and do not exceed the environmental parameters stated in the **Interface Document (ID)** except as otherwise provided in this contract. The Contractor shall only tender for acceptance those items conforming to the contract requirements. The Government must exercise its post-acceptance rights:

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* FAR clause 52.243-1 Changes - Fixed-Price (Aug 1987) Alt I (Apr 1984) is hereby incorporated by reference. The time requirement for the Contractor to assert its rights for Equitable Adjustment (EA) is (60) sixty days.

Post-Launch Assessment Report

Include verification that:

- i. The launch vehicle orbit at payload separation agrees with prediction, or if not, it is adequately understood so that future behavior can be predicted with confidence.
- ii. All anomalies have been adequately documented, and their impact on future Contractor operations is assessed. Further, anomalies related to the payload to launch vehicle interface have been had at least one credible cause identified to aid in the Contractors future resolution.

Payload Success Criteria

(A) A mission will be determined a *Success*, if:

- (i) The payload is placed into the required orbit by the launch vehicle, and
- (ii) Received telemetry data shows the ID environments and parameters were not exceeded, and if the telemetry is not received
- (iii) The launch vehicle causes no damage to the payload during launch or thereafter from collision or contamination products.

(B) A mission will be determined a *Failure* when the payload:

- (i) Is destroyed during launch/flight, or
- (ii) Cannot be separated from the launch vehicle