

dRFP – Questions and Answers 3

Commercial Crew Transportation Capability Contract (CCtCap)

NASA's Commercial Crew Program (CCP) released a draft Request for Proposal (dRFP) and subsequently hosted a Pre-solicitation Conference on August 1 & 2, 2013 at the Kennedy Space Center, Florida. During the conference, NASA solicited Industry comments and questions for use in developing the final RFP for the Commercial Crew Transportation Capability (CCtCap) contract. All of the questions asked by Industry are represented below. The first 15 Industry questions were asked at the conference, answered verbally by NASA that day and then posted in written format on August 13, 2013. Questions 16 – 115 were submitted after the conference on August 15, 2013. In an effort to offer timely responses, NASA provided answers to many of these questions on September 7, 2013. Today, NASA is providing answers to the remaining questions that were in work at that time. We have also included answers to the new Questions 116 - 125 we received as a result of the interim release of information posted on September 13, 2013. Thank you very much for your time and effort in providing a thorough set of comments and questions. We appreciate your patience during the recent Government shutdown which prevented earlier release of this information.

1. [MA03] How can an Offeror clearly show Contractor investment in our proposal?

The simplest way is through the use of the spreadsheet ([Attachment L-05, Life Cycle Template](#)) used in the evaluation of MA03, *Approach to Lifecycle Cost Management*. This sheet should permit a straight forward method by indicating the actual cost to the company for performance contrasted against the Government payment. The remainder is investment. The cumulative sum of these amounts is the total company investment.

2. [H.15] Can you please provide more specifics about the Government QA activities and logistics?

We expect to perform 100% surveillance of all safety-critical systems, processes and items identified as high risk through a risk based analysis (RBA). The Government Quality Assurance Functions (within clause H.15, *Government Insight*) are specifically intended to be minimally intrusive to the Contractor's processes with no stop-work authority except thru program channels. We expect reasonable notice from Contractor to perform Government surveillance activities; however failure of the Government to participate is not a stop-work condition.

3. [M.3] Is there any correlation between CLIN 001 and CLIN 002 price evaluation?

The correlation between CLIN 001 price and CLIN 002 price is that they are both part of the overall evaluated price.

4. [M.3] Is there correlation between Mission Suitability and the CLIN evaluation of price (i.e. is price reasonable in relation to management & tech approach proposed)?

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Evaluation of price data may result in a technical or management weakness. (Reference M.2, *Mission Suitability Factor*, 1st paragraph).

5. [MA03] How is company financial investment / commitment handled in the price evaluation?

It is not. It will be evaluated under MA03, *Approach to Lifecycle Cost Management*.

6. [B.4] Is training of the NASA crew flying the spacecraft included in the CLIN 002 cost/price or is that to be added via contract change later?

Yes it should be included in the CLIN 002 cost/price.

7. [Global] Will the pilot be NASA provided or contractor provided?

The approach should be proposed by the Contractor.

a. If NASA provided, is training of pilot included in CLIN 001 or CLIN 002 pricing?

Yes, pilot training included in CLIN 001 for flight tests and CLIN 002 for missions.

b. If Contractor provided, is ISS habitation training provided free by NASA?

For pricing purposes, ISS habitation training for the pilot will be provided by NASA at no cost. (To be confirmed with ISSP and NASA Headquarters prior to Final RFP.)

c. If Contractor provided, is ISS supplies the responsibility of NASA or the Contractor? Must we pay for the accommodations up mass?

Reference CCT-REQ-1130, 3.1.1.7 Supplies for non-NASA crew. “The CTS shall provide habitable consumables, such as food, water, clothing, oxygen, nitrogen, CO2 removal, personal hygiene, and other required consumables, for non-NASA crew during the docked portion of the mission when the non-NASA crewmembers are on the ISS.” The Contractor is not required to pay for non-NASA crew and pilot supplies provided the supplies are not part of the NASA allocation for cargo up mass.

8. [Global] Trilateral Range Discussions: who speaks for the Program—NASA or contractor?

NASA/CCP speaks to policy and requirements related issues, the contractor speaks for their specific design and operations approach.

9. [Global] Have you considered providing launch services as GFP via NLS?

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NASA's goal for the Commercial Crew Program is to provide a commercially available safe, reliable, cost efficient crew transportation system for NASA crew to LEO and ISS which may be used for other than NASA purpose. Under CCtCap, NASA has established a requirement for the Contractor to develop, test and certify an integrated commercial system which NASA may purchase for its crew transportation needs to the ISS. NASA expects the Contractor to provide the full integrated system.

10. [Global] Do you anticipate a “smart buyer” aspect (NESC) as part of insight or certification?

NASA CCP will be performing the insight activities necessary to validate industry's crew transportation system meets CCP requirements for certification. CCP draws upon various expertise within the Agency when appropriate, including NESC resources.

11. [Global] How will in-kind NASA scope be priced?

Reference H.14, *Use of Government Property, Facilities, Assets or Services*, of the dRFP for RSAA related activities.

12. [TA01] Can you clarify the difference between recovery operations & SAR services with respect to Contractor requirements?

According to CCT-PLN-1100, recovery is defined as “The process of proceeding to a designated nominal landing site, and retrieving crew, flight crew equipment, cargo, and payloads after a planned nominal landing” The Contractor is required to provide end to end transportation service including crew recovery for nominal landings.

Search and Rescue (SAR) is defined as “the process of locating the crew, proceeding to their position, and providing assistance.” NASA retains the responsibility to ensure a SAR capability exists for ascent and reentry phases of flight. The Contractor is responsible for interfacing with the SAR service in order to ensure survival of the crew (interface between CTS system and SAR forces).

13. [Global] Can you tell us more about ISS Services Contract?

It's very early to say much about this contract at this time. What information we have is preliminary and subject to change. We anticipate this will be Firm Fixed Price. We also think that this will be a FAR Part 12 commercial contract. We don't know the time frame. Early planning is being coordinated between CCP & ISSP.

14. [M.3] Can you clarify how CLIN 004 will be considered in the price evaluation?

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Price for CLIN 004, Cargo, if proposed, will be included in the fair and reasonable determination as part of the price evaluation and in accordance with FAR 15.404-1(g), *Unbalanced Pricing*. Its price will not be included in the overall evaluated price as defined in section M.3, *Price Factor*, of the dRFP.

15. [H.19] For PCMs, 20% payment max at DCR, does that mean that no payment is possible at ATP?

Offerors may propose an ATP interim milestone as long as work performed under that milestone is commensurate with the proposed milestone price. Payment for PCM interim milestones made prior to (and including) the completion of DCR shall not exceed 20% of the price of the mission (refer to clause H.19, *Post Certification Mission Payments, Milestones and Authority to Proceed (ATP) Criteria*). As an example, the Offeror may choose to identify work related to the ATP milestone such as the purchase of long lead items or accomplishment of certain testing. The CCP is considering enabling advance payment at ATP for the final RFP.

16. [Global] The draft RFP contains proposed deviation language to specific FAR and NFS clauses. If the proposed deviations & waivers are not approved by NASA HQ, will NASA impose the standard language or pursue a new deviated clause? When is a ruling from NASA HQ anticipated?

If the proposed waivers or deviations are not approved, then the applicable standard FAR/NFS clauses or provisions (without deviation) will be included in the contract. The Government is considering posting an update to the NAIS website to provide a status of proposed waivers or deviations prior to the release of the RFP.

17. [Global] When does NASA expect to release the planned funding profile for the proposed CCtCap program?

NASA does not plan to release a funding profile for the proposed CCtCap procurement.

18. [Global] From the pre-solicitation conference briefing, slide 15 shows there are only 2 weeks between the end of NASA's 90-day evaluation period for CPC deliverables and the end of the CCtCap due diligence phase. Can this span be increased to 4 weeks to allow contractors to adequately incorporate the results of NASA CPC dispositions?

NASA plans to provide at least 4 weeks for CPC Offerors to incorporate NASA CPC feedback into the Final Proposal Revisions (FPRs). This is not expected to affect the anticipated award date in July of 2014.

19. [Global] Are NASA Astronauts on NASA CTS missions anticipated to be Pilots-In-Command (PIC), simply crew members, or both?

The Offeror should propose an operations concept along with their proposed design. Depending on the operations concept, some NASA astronauts on the crew could serve as Pilot-in-Command and others would be crew members.

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20. [B.4] Will final payment be held until this lengthy mission (required 210 days docked to ISS) is completed?

Based on the RFP's performance-based milestone approach for post certification missions (CLIN 002), payments are made once delivery of milestone work is complete. Final payment would be made once the mission is complete per the milestone criteria and after the mission success determination is made in accordance with clause H.21 Post Certification Mission Success Determination.

21. [B.4] “If the Government orders a second mission within 12 months of a previously ordered mission, the contractor shall use the Mission pricing rates shown in right hand column of Table B.4.1, Post Certification Mission Prices.” Please clarify that the Government intends that this pricing on the right-hand column of Table B.4.1 is for ordering launches that will take place within 12 months of each other versus that the Government’s order for a launch is placed within 12 months of a previous order.

The right-hand column of Table B.4.1 is for pricing per mission based on a quantity of two missions that are awarded within 12 months of each other. NASA will be deleting the right hand column of Table B.4.1. However, NASA is considering additional changes to Table B.4.1 to include the ability of the Offeror to propose quantity discounts.

22. [B.4] For the Certification Mission to ISS or the PCMs proposed using the ISS DRM, can NASA clarify if the vehicles stay the required 210 days docked to ISS?

For Certification Mission(s) (including flight tests to ISS), the Offeror should define flight test objectives and requirements to satisfy their Certification approach including the necessary docked duration. For the PCMs, NASA expects that all CCP-REQ-1130 and SSP 50808 requirements will be met including the required 210 days docked to ISS. Offerors are expected to meet these requirements and to price their proposal accordingly. If the Government initiates a requirement change during contract execution, the actual duration requirement will be defined at the time the CO requests a PCM task order proposal.

23. [Attachment J-01] For many of the 1100 series documents, the revisions available from the FedBizOpps Library Package do not match the revisions listed in Table J01-1. Except for CCT-PLN-1120, the other 1100 series documents available from FedBizOpps all have an appended "-1" to the revision. Is it expected that this table will be updated with the new revisions or will we be working towards the slightly older revisions? Will NASA add dates to Applicable Documents in J-01 and J-05 to clarify applicable versions of requirements documents?

Yes, Attachments J-01 and J-05 will be updated with the latest revision level and date at the time of the Final RFP. Proposals in response to the RFP should use the versions referenced in updated attachments J-01 and J-05. The Fed Biz ops library will include copies of the documents listed in J-01. Documents listed in J-05 will contain internet links to the proper version of the document.

24. [Attachment J-02] Do all of the plans in CCT-PLN-1120 require NASA approval? Since they are part of the data requirements of DRD 102 (CBR Data Package, section L (c)), which is a Type 1 deliverable, does that make the 15 documents referenced here effectively Type 1? Do the other plans and products listed in CCT-PLN-1120 also require NASA approval?

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Not all plans in CCT-PLN-1120 require NASA approval. The plans that do require approval will be identified in attachment J-02 as either Type 1 or Type 2. NASA continues to consider the appropriate type for all DRDs including DRD 102. NASA will clearly specify in the RFP the deliverable type of the CBR data package and each document called out as part of the data package. NASA is considering posting an update to the NAIS website to provide an update to the DRL/DRDs prior to the release of the RFP.

25. [Attachment J-02] What is the difference between the compliance documents listed in heading I and the reference documents listed in heading J in the DRD descriptions? How are they to be used in preparation of the DRD? Are they guidelines, references, or requirements? NASA is considering deleting the fields "I" and "J" from the DRD descriptions since all applicable compliance and reference documents are listed in attachments J-01 and J-05. The original intent was to provide some guidance about which compliance and reference documents are to be considered by the Contractor when responding to specific DRD requirements. In general, compliance documents contain requirements that must be met and reference documents contain additional information to be used as guidelines.

26. [Attachment J-02] Several DRDs begin with an "F" (Final) for delivery and then have Update and Final deliveries. There are none with a baseline delivery. Should these initial "F"s be Baseline? (See DRDs 109, 110,111,112,113,201,202) NASA continues to consider the required delivery schedule of the DRDs and will clarify in the RFP, the definitions in section 2.3 of Attachment J-02. NASA plans to post an update to the NAIS website to provide an update to the DRD delivery schedule prior to the release of the RFP.

27. [Attachment J-02]"The IMS is an integrated logically linked schedule, measured in months, that captures the accomplishments described in the IMP and the lower level work necessary to support each of the IMP accomplishments." To what level of the WBS does NASA define as "lower level of work necessary"? NASA does not require the IMS to identify tasks at a specific WBS level. At a minimum, NASA requires the IMS to identify tasks and activities at a level lower than the subsystem (i.e., spacecraft, launch vehicle, ground systems, mission systems) level. NASA anticipates providing this clarification to "the lower level work necessary" in an update to the IMS DRD. (Reference Attachment J-02, DRD 002 *Integrated Master Plan (IMP) & Integrated Master Schedule (IMS)*).

28. [Attachment J-02] Please explain the statement, "The IMS shall also identify the requirements commitment from all interfacing organizations and assigned risk to major tasks." NASA anticipates removing this statement from the DRD.

29. [Attachment J-02]"If applicable, the contractor shall ensure NASA has the licensed software necessary to read, analyze, and audit the IMS." Does NASA have Microsoft Project (MSP) 2010? Yes, NASA has Microsoft Project (MSP) 2010 software. NASA anticipates providing clarification regarding format requirements for DRDs in an update to the dRFP. (Reference Section 4.2.1 *Electronic Format* of Attachment J-02).

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30. [Attachment J-03, Appendix A] NASA is listed as a co-chair in several reviews: CBR, DCR, ORR. What is NASA's role as co-chair for CBR, DCR, ORR, etc.?

The Review Meeting co-chairs are the designated representatives for the Government and the Contractor responsible for jointly leading the milestone reviews. The NASA Co-Chair is the authority for validating that the content in the review is in compliance with the applicable technical requirements contained within CCT-PLN-1120, CCT-REQ-1130, SSP 50808 and determining whether the review satisfies the Milestone Acceptance Criteria and Payment Schedule (Reference Appendix A to J-3). The Contractor Co-Chair is the authority for all review aspects outside the NASA authority. The co-chairs jointly capture and disposition the significant issues and negotiate forward work to address the issues. NASA will provide a definition of co-chair in the final RFP or Program Requirements documentation update. Any further clarification and/or additional roles and responsibilities between the co-chairs will be defined in the approved specific Contractor milestone review plan.

31. [Attachment J-03, Appendix A] What is the process required for design changes post-CBR, and do they require NASA approval?

The purpose of the CBR is to baseline the most current CTS design. NASA will monitor design changes through insight and provide oversight and approval for design changes through milestones reviews, DRDs, and technical interchanges between CBR and the final Certification Review. Changes to the design that relate to compliance with NASA requirements (and derived requirements) will be managed through the verification activity. Any changes to verification activities will be approved by NASA.

32. [Attachment L-04] Please provide detail on what information is expected to be entered in column C, rows 13, 15, and 17. (For example: is C13 a date, C15 a sum of D13:F13, and C17 a value?)

Detailed data requested include:

1. Cell C13 requires a date be entered for the tasks associated with the CBR milestone itself. Cell D13 through F13 require date information for associated interim milestone activities that support the CBR milestone.

2. Cell C15 requires pricing associated with the CBR milestone itself. Cells D15 through F15 require pricing for associated interim milestones that support the CBR milestone. Note that Cell B15 sums Cells C15 through M15.

3. Cell C17 requires a total dollar value representing the Offeror's investment for the CBR Milestone. Note that the Government is not requesting/requiring Offeror Investment dollars at the Interim Milestone level.

33. Except for NDS, the dRFP is silent on additional GFE provided service, equipment, and hardware. In various areas of draft RFP such as PWS 2.0 (d) as well as in 1100 series documents, it states that NASA will provide services such as flight control participation, crew transport, crew services, search & rescue services, etc. Will NASA define the hardware, equipment, services to

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be provided in the final RFP and include them in the Government Property Installation Services (FAR 52.245-2) clause?

The NASA Docking System as described in NFS 1852.245-76 List of Government Property Furnished is the only identified GFP item. Government Furnished Services (GFS) will be listed in the solicitation separate from Government Furnished Property. TDRSS is the only GFS anticipated to be provided. The other services described in the question are Government activities that NASA will perform or, in the case of Search and Rescue, acquire from another Agency. The services identified to be performed by NASA are not contractual requirements and therefore not Government provided installation services.

34. [G.6] Will NASA consider a Government Furnished “allowance” or in-kind support for work performed by NASA personnel? Recommend NASA consider identifying a defined funding pool of equal amount available to each contractor to be used for NASA support at the contractor's discretion.

The RFP will not establish a defined funding pool for NASA support. For any Government services not provided in the CCtCap contract, the contractor shall obtain any necessary contracts or agreements between the Contractor and any Government Agency providing Government services. Clause H-14 *Use of Government Property, Facilities, Assets or Services*, applies to any services not otherwise provided for under the CCtCap contract.

35. [G.6] Will NASA consider additional GFE items such as: Crew training, Launch and Entry Suits (LES), TDRSS services for ISS missions, and Mission Operations for ISS missions? NASA is not considering including additional GFE, such as: crew training, Launch and Entry suits (LES), and Mission operations for ISS missions. The NASA Docking System as described in NFS 1852.245-76, List of Government Property Furnished is the only identified property item the Government will provide. NASA will add a separate clause for the only identified Government Furnished Services which is the TDRSS service.

36. [H.5(c)(1)(iv)] How will NASA flow the cross-waiver down to its employees, including NASA or NASA-sponsored crew and their heirs? Please explain the liability regime relative to the Contractors and NASA or NASA-sponsored crew and their heirs, especially in light of H.5(c)(4)(ii).

The Contractor is required to waive claims against employees of the U.S. Government and the ISS Partner States. However, NASA cannot flow down the cross waiver to employees because it cannot require employees of the U.S. Government and ISS Partner States to waive personal claims against third parties, to include contractors.

37. [H.5(c)(4)(vii)] Is it NASA's intent to deviate from the cross-waivers that are required by the FAA under the Commercial Space Launch Amendments Act and exclude Passengers and Commercial Cargo Customers from the NASA cross-waiver of claims created in the dRFP? The FAA waivers include all parties to the launch or reentry - the customers, spaceflight participants, crew, contractors, etc. Excluding the Passengers and Commercial Cargo Customers will have a chilling effect on those entities' willingness to participate in the mission and thereby a negative impact on any business plan that offsets NASA's mission costs by planning for Passengers or Commercial Cargo Customers.

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Yes, it is NASA's intent to deviate from the CSLA reciprocal waiver of claims regarding Commercial Passengers and Commercial Cargo Customers, but not for Contractor Crew. Commercial Passengers and Commercial Cargo Customers will be excluded from the NASA cross-waiver of claims. Please note that Clause H.5 only applies during phases of the mission that are not licensed under CSLA, so no conflicts should exist between H.5 and the FAA implementation under CSLA.

38. [H.5(d) & (f)] The dRFP creates a requirement that prior to benefiting from the cross-waiver of liability codified in 14 CFR Part 1266.102, Contractors must obtain insurance and exhaust that insurance. Can the Contractors receive the flow-down benefits of Article 16 of the International Space Station Intergovernmental Agreement (ISS IGA) and delete the requirement for unlimited insurance from the dRFP? Should NASA retain the insurance requirement, it should be capped and better defined. As drafted, H.5(f) places no upper limit cap on the amount of insurance; therefore, it could effectively render the benefits of the cross-waivers moot. This provision should be amended to reflect 51 USC Sec. 50914, "Liability Insurance and Financial Responsibility Requirements" from the Commercial Space Launch Amendments Act. Section 50914 requires liability insurance or demonstrated financial responsibility to cover losses to the Government or third parties arising from activities carried out under the licensed activity, but the insurance is limited to not more than \$100 million in the case of Government property and not more than \$500 million for third-party losses or the maximum liability insurance available on the world market at reasonable cost if such amount is less than the specified limits for Government property and third-party losses. The insurance amount is based on the maximum probable loss calculation. As with NASA's dRFP, under Sec. 50914, the cross-waiver only applies to the extent claims exceed the required insurance amount; however, the amount of insurance required under Sec. 50914 is limited, and similar limits should be applied in the dRFP. It is important to note that there is only a limited amount of liability insurance capacity available in the liability market. We recommend that the insurance amount required, if maintained in the dRFP, be subject to the same limits as contained in Sec. 50914.

The insurance requirements in the dRFP were established by NASA to be consistent with the CSLA requirements for Government Property. NASA is considering a change to the RFP to be consistent with CSLA, where the Contractor would be required to obtain an insurance policy of up to \$100 million (or demonstrate financial capability to cover potential liability up to that amount) for damages to US Government property, but not to include damages to the ISS. See update to Clause H.5(f).

39. [H.5(f)] What is the basis for calculating the insurance amount required by H.5(f)? Would it be an equivalent to the maximum probable loss (MPL) calculation that the FAA uses to determine insurance requirements for licensed or permitted activities?

NASA is not calculating a required amount of insurance for Government property claims based on MPL. The FAA determines financial responsibility requirements based on an MPL calculation for third party claims. The insurance requirements in the dRFP were established by NASA to be consistent with the CSLA requirements for damage to Government property. See update to Clause H.5(f).

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40. [H.5(f)] Has NASA engaged with private insurers and brokers to ensure that the assumptions and requirements in this paragraph appropriately reflect the availability of insurance on the private market?

Yes, NASA, through the FAA and the FAA's COMSTAC, has engaged private insurers and brokers to provide feedback on the availability of insurance.

41. [H.5(f)] How is the "period of performance" defined? Insurers will require that a set period of time be identified in order to provide pricing information to Contractors for the policies.

The period of performance is defined as the period of performance of the entire contract (all CLINs). However, NASA anticipates a change to the duration requirement for insurance under Clause H.5. NASA will require insurance to cover damage to Government Property during launch services to include preparation of the launch or transfer vehicle, on orbit and reentry activities. See update to Clause H.5.

42. [H.5(f)] How are the "activities under this contract" defined, and can NASA clarify for whom the activities are directly related? Insurers will need "activities" to be specifically defined in order to identify the point in time when the losses occurred.

NASA will require insurance to cover damage to Government Property during launch services to include preparation of the launch or transfer vehicle, on orbit and reentry activities. See update to Clause H.5.

43. [H.5(f)] This provision requires the Contractor to procure insurance; it does not allow the contractor to demonstrate financial responsibility in place of insurance or, in other words, self-insure. The ability to self-insure is allowed under the FAA insurance and cross-waiver regime in 51 USC Sec. 50914(a), which creates insurance requirements for third-party liability and Government losses. Will NASA allow Contractors to demonstrate financial responsibility in place of insurance?

Yes, NASA anticipates a change will be made to the RFP to permit contractors to demonstrate financial capability, subject to Contracting Officer's approval, to cover potential liability up to the required amount. See updates to Clauses H.5 and H.22.

44. [H.5] Offeror is receiving a waiver from NASA only (the party to the contract). There is no waiver from Partner states, space flight participants or other contractors of the government. In addition, the space station activity waiver set out in 48 CFR 1852.228-76 specifically excludes claims by natural persons such as the space flight participants. Offeror is required to get waivers from its own space flight participants under H.22 and H.23, however we did not see any provision requiring NASA to obtain such waivers from its space flight participants or the space flight participants of its partner states or other contractors. Will these participants also be required to waive claims and will the waivers be flowed down to the Offeror, its subcontractors, etc.?

There will be no separate waivers between the CCtCap contractor and ISS Partner States and their Related Entities (e.g., customers, contractors, etc.). However, by virtue of signing the Agreement among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America Concerning Cooperation on the Civil International

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Space Station (IGA), the ISS Partner States have waived their rights to claims against the U.S. Government and its Related Entities (e.g., contractors). The Partner States are obligated under the IGA to flow down the waiver to its Related Entities (e.g., customers, contractors, etc.) under their unique instruments (e.g. contracts, agreements, etc.). However, NASA cannot require employees of the U.S. Government or of the ISS Partner States to waive personal claims against third parties, to include contractors.

45. [H.5] What limits and what type of insurance will the SFP have to provide for damage to the ISS?

NASA will determine the details of the limits and types of insurance that would be required for a Space Flight Participant (SFP) if/when NASA provides ATP for the PCM or when it approves the manifesting of a SFP on a PCM.

46. [H.5] Do the IGA cross waivers with non-NASA IGA members and their contractors apply to Contractor without underlying insurance requirement?

Yes, the cross-waiver would apply between the Contractor and non-NASA IGA members and their contractors without the underlying insurance requirement. The insurance requirement will only apply to U.S. Government property. See update to Clause H.5.

47. [H.12] Was there additional rationale for the deletion of clause H.12, besides that it appears to be duplicative of K.3? If so, please explain.

No, there is no additional rationale. The rationale for deleting H.12 *Identification Of Limited Rights Data Or Restricted Computer Software* is that it is duplicative with K.3 52.227-15 *Representation Of Limited Rights Data And Restricted Computer Software (Dec 2007)*.

48. [H.15(d)] "The Government lead on the JTT will provide integrated, consolidated recommendations back through the appropriate CCP boards. Decisions or direction from the program boards will be transmitted to the contractor through the Contracting Officer." Please clarify this approach, including (1) how is a disagreement between the JTT and the Contractor about a particular technical approach resolved (2) can recommendations to the appropriate CCP boards result in direction to the contractor even if there is no requirements violation?

The JTT is a Contractor-led activity with NASA participation. If there are disagreements on requirements issues within the team, NASA JTT members will take their recommendations back to the appropriate CCP board. The CCP board will disposition recommendations. If disposition results in a requirement change, the change clause (FAR 52.243-1) would take effect.

49. H.15, paragraph e(2) states that a Risk Based Analysis (RBA) is an iterative analysis based on a comprehensive understanding of the design, development, testing, and critical manufacturing/assembly processes used to identify areas of risk. What is the scope of the "iterative" and "comprehensive" activity anticipated by NASA in the government's performance of a RBA? Will NASA provide an RBA approach or process document that helps Contractors understand their role in the process?

The scope of the RBA will be to review the integrated CTS design, identify Safety Critical items and processes, and assess the risk of failure based on characteristics such as Technology Readiness Level (TRL), process control, failure history, level of redundancy, and Factor of

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Safety. The RBA will be maintained as test and flight history identify strengths and weaknesses in the design. NASA intends to provide more information on the RBA approach and jointly work with the Contractor after contract award to refine the process for implementation.

50. [H.15(e)] Does the government's Quality Assurance surveillance consist of audits of the contractor's Quality Assurance process, or does it involve any real-time mandatory inspection by NASA Quality Assurance in a Contractor's facility?

The expected types of Government QA surveillance include Product Examination (product inspection), Process Witness (real-time observation), and Record Review (audit). The specific type of surveillance will be determined by a Risk Based Assessment (RBA) accomplished by the Government with Contractor assistance. Items and processes identified as Safety Critical will be subject to the types of surveillance listed. None of the surveillance methods have real-time stop-work authority.

51. [H.18] The Executive Summary indicates that the CLIN 001 missions do not require FAA licensing. Insurance pricing may be affected by any difference in covered values between CSLA and the NASA risk regime. Will NASA protection for test flights provide the \$2.7B level of protection as CSLA vs. the NASA limit of \$1.5B reflected in H.22?

NASA will provide protection for third party liability in an amount consistent with the CSLA formula to now include additional amounts necessary to reflect inflation. See update to Clause H.22.

52. [H.18] Will NASA be providing launch indemnification to the CTS provider for NASA missions?

During licensed PCM missions, the FAA will provide third party liability protections defined in CSLA. NASA has provided third-party liability protections in H.22 to be consistent with the protections established in CSLA for test flights which are not required to be FAA licensed.

53. [H.18] Can NASA provide a joint update with FAA on the NASA/FAA certification approach for the commercial crew program before the final RFP release?

NASA CCP and the FAA are planning to provide an update through a forum with Industry prior to the final RFP release.

54. [H.19(d)] Could a Mission Milestone Payment be made at ATP for Post-Certification Missions provided that the payment is less than 15% of the total CLIN 002 payment?

Offerors may propose payment at ATP for PCMs by identifying milestone, justification, and content in accordance with L.5, 52.232-28 *Invitation to Propose Performance-Based Payments*. There is no identified constraint for a proposed ATP payment value, but it must comply with other PCM constraints as defined in H.19 (e).

55. In section H.19(e)(1) it states DCR shall not exceed 20% of the mission but the pricing template (Attachment L-04, CLIN001B) says the DCR can't exceed 40%. Can NASA please clarify?

The RFP defines payment constraints for DDTE/Certification effort (CLIN 001) and separate payment constraints for each Post Certification Mission (PCM) (CLIN 002). For a PCM that has

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been awarded in parallel to DDTE activities, NASA is imposing a 20% payment constraint (of the price of the PCM) until the DDTE effort has successfully completed DCR. The purpose is to provide linkage between DDTE and PCM activities and payments. Payment constraints are intended to limit Government payments for PCM activities prior to completion of certain DDTE activities. The 40% payment constraint for DCR applies to the DDTE/Certification effort and price only. This constraint is defined as no more than 40% of the price of CLIN 001 can be paid prior to DCR.

56. In section H.19(3)(2) it states Certification Review shall not exceed 60% of the price of the mission but the pricing template (Attachment L-04,SLIN001G) says CR must be at least 10%. Can NASA please clarify?

The RFP defines payment constraints for DDTE/Certification effort (CLIN 001) and separate payment caps for each Post Certification Mission (PCM) (CLIN 002). For a PCM that has been awarded in parallel to DDTE activities, NASA is imposing a 60% payment constraint (of the price of the PCM) until the DDTE effort has culminated in NASA Certification. The purpose is to provide linkage between DDTE and PCM activities and payments. Payment constraints are intended to limit Government payments for PCM activities prior to completion of certain DDTE activities. The 10% payment constraint applies to the DDTE/Certification effort and price only. NASA requires a minimum of 10% of the DDTE/Certification price to be withheld for the final milestone payment.

57. [H.20] How many space vehicles does NASA envision from the CTS provider to meet the following requirement: “The CTS shall be capable of at least two crewed launches to the ISS per year. [R.CTS.001] [I]” in the PCM phase, particularly if the vehicle is required to be docked to the ISS for up to 210 days and in light of other potential missions by another selected CTS provider which may overlap?

The number of vehicles required to satisfy the NASA requirement of two crewed launches to ISS per year is dependent on the Offeror's approach. NASA expects all PCM missions will be scoped to meet all NASA requirements (CCP-REQ-1130, SSP 50808) and the ISS DRM (CCP-DRM-1110).

58. [H.20] Can further clarification on the Certification mission requirements be provided on what 1130 and 50808 requirements need to be met for the Certification Mission and the initial PCM missions? For example, will the CTS be required to still meet the requirement to "simultaneously operate two spacecraft, to allow an ISS NASA crew handover? [R.CTS.002] [I]" during the PCM phase.

For Certification missions (flight tests to ISS), the Offeror should define flight test objectives and requirements to satisfy their Certification approach. For the PCMs, NASA expects that all CCP-REQ-1130 and SSP 50808 requirements will be met.

59. [H.20] The risk and consequences of delays or rescheduling of a launch (by NASA) are unbounded for the Contractor; the Contractor is responsible for all costs. Will NASA consider identifying a limit of liability?

NASA believes the risk is bounded for the Contractor. The H.20 clause defines a running reduced window plus a 30 days grace period available for each party. In the event NASA causes

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a delay beyond 30 days, it allows the Contractor to revise their proposal for the effect of any delay beyond 30 days.

60. H.21, paragraph (c) (1) indicates that in the event of a failed mission determination, an additional 20% of the price ... would be applied as a Post Certification Mission credit, other in kind considerations, or be returned to the Government. What does NASA consider an "in kind" consideration?

“In-kind” consideration includes but is not limited to tasks or special studies that are deemed by NASA to have equivalent monetary value.

61. [H.21] What will constitute mission success criteria and when will this be defined for the Certification Mission and the PCMs?

The dRFP clause H.21 “NASA will provide the initial mission success criteria and specific percentage of the final payment earned for mission performance, at the Vehicle Baseline Review”. The criteria are defined as part of mission execution once the mission capabilities and objectives are defined. However, NASA is considering defining and agreeing to mission success criteria earlier, as part of the Task Ordering process.

62. [H.22] In section (c)(1) the reference to 51 USC 20112(m) should be to 51 USC 20113(m) **NASA will make the correction in the final RFP.**

63. H.22 states that "The Contractor shall.....acquire insurance to protect the Parties and the Related Parties from liability for claims by Third Parties for damage to or loss of property". What Government Property will be scheduled under FAR 52.245-1 Government Property - Alternative 1? Is the space station considered government property? What provisions will apply? **Clause H.22 applies to damage to third party property, not Government property. Nevertheless, the reciprocal waiver under Clause H.5 does apply to all Government property, and not just Government property provided under the contract . The International Space Station (ISS) structure, modules and systems required for functionality are indeed Government property. However, this property will be excluded from insurance requirements under the H.5 clause. See update to Clause H.5.**

64. H.22 states that "The Contractor shall continue in effect or acquire insurance to protect the Parties and the Related Parties from liability for claims by Third Parties for damage to or loss of property or personal injury or death arising in connection with the covered activities under this contract. The amount of the required insurance shall be the maximum amount available in the commercial marketplace at reasonable cost, but shall not exceed \$500 million for each test flight or mission." How will the Government determine the unique insurance limits required to be obtained for each contractor?

For Covered Activities under CLIN 001, the amount of insurance (or financial capability) is the maximum amount available in the commercial market at reasonable cost, up to \$500M in liability coverage. The terms and conditions for the policy or policies shall be subject to review by the Contracting Officer. Once reviewed, the policy or policies may not be modified or canceled without the prior, written approval of the Contracting Officer. For Covered Activities

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under CLIN 002, the CSLA requirements will apply under an FAA license. See update to Clause H.22.

65. [H.22] What limit will the Contractor be required to carry to satisfy the TPL insurance requirement under NASA Reimbursement under H22?

For Covered Activities under CLIN 001, the amount of insurance (or financial capability) is the maximum amount available in the commercial market at reasonable cost up to \$500M in liability coverage. The terms and conditions for the policy or policies shall be subject to review by the Contracting Officer. Once reviewed, the policy or policies may not be modified or canceled without the prior, written approval of the Contracting Officer. For Covered Activities under CLIN 002, the CSLA requirements will apply under an FAA license. See update to Clause H.22.

66. [H.22(b)(1)] This Section requires the Contractor to purchase the maximum amount of insurance on the commercial market that does not exceed \$500 million. The FAA third-party liability regime includes a similar requirement; however, under 51 USC Sec. 50914(a) it limits the amount to be purchased to the amount necessary to compensate for the maximum probable loss (MPL) from third-party claims. Under the FAA regime, the MPL calculation dictates the insured amount unless it exceeds \$500 million or the amount available on the market. In the dRFP, there is no calculation to determine the insurance amount. Can the contract utilize a calculation, in a similar fashion as the MPL is calculated, to determine the amount of third-party insurance?

NASA is not using an MPL calculation to determine the amount of insurance required for third party liability. Instead for Covered Activities under CLIN 001, the amount of insurance (or financial capability) is the maximum amount available in the commercial market at reasonable cost up to \$500M in liability coverage. The terms and conditions for the policy or policies shall be subject to review by the Contracting Officer. Once reviewed, the policy or policies may not be modified or canceled without the prior, written approval of the Contracting Officer. For Covered Activities under CLIN 002, the CSLA requirements will apply under an FAA license. See update to Clause H.22.

67. [H.22(b) &(c)] Paragraph (b) requires the Contractor to procure insurance, and paragraph (c) disallows claims if the Contractor failed to insure; therefore, it does not allow the contractor to demonstrate financial responsibility in place of insurance or, in other words, self-insure. The ability to self-insure is allowed under the FAA third-party liability insurance and cross-waiver regime in 51 USC Sec. 50914(a), which creates insurance requirements for third-party liability and Government losses. Will NASA allow Contractors to demonstrate financial responsibility in place of insurance?

Yes, NASA anticipates a change will be made to the RFP to permit Contractors to demonstrate financial capability to cover potential liability up to the required amount. See update to Clause H.5 and H.22.

68. [H.22(c)(2)] This section requires payments to third parties for damages as authorized by 51 USC Sec. 20113(m), which creates a distinction between claims for \$25,000 or less and claims for more than \$25,000. The dRFP refers to the "costs" exceeding \$25,000 whereas

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Section 20113(m) refers to "any claim." Does the \$25,000 limit apply to the total cost of all claims or is it applied (as the statute implies) to each individual claim?

The limit applies to individual claims by third parties. However, for third party claims resulting from a single incident, the Contractor shall be liable for all third party claims up to the specified amount of liability whether covered by insurance or contractor self-insurance identified in Clause H.22, before NASA will consider payment for such claims.

69. [H.22(c)(3)(vi) & (vii)] The dRFP disallows indemnification for third-party claims arising from Passengers' failure to act or from Non-NASA Cargo or Payloads. How will NASA determine the Passenger or Cargo's liability, and how will that liability be allocated if they are not 100% responsible for the third-party loss?

Liability and the apportionment of liability may be determined by the facts and circumstances of the incident.

70. [H.23] Requiring one-sided waivers from Passengers and Commercial Cargo Customers whereby they waive claims against other entities but do not receive the benefit of waivers from other entities in return will have a chilling effect on Passengers' and Commercial Cargo Customers' willingness to participate in the mission and thereby a negative impact on any business plan that offsets NASA's mission costs by planning for Passengers or Commercial Cargo Customers. We recommend that the cross-waiver in the dRFP include all parties to the mission.

Yes, a one-sided waiver from Commercial Passengers and Cargo Customers is required. All entities defined as parties to the cross waiver are required to waive claims against individuals, except for commercial passengers. However, individuals may still file claims in a personal capacity, except for passengers.

71. [H.23] Specifically excepted from the definition of third parties are Passengers and Commercial Cargo Customers which are addressed in H.23. H.23 requires a one way waiver by all Offerors passengers and commercial cargo customers against NASA. There are no reciprocal provisions for NASA. Should the agreement require NASA to obtain such waivers from its space flight participants?

A one-sided waiver from Commercial Passengers and Cargo Customers is required. No, NASA cannot require employees of the Government to waive personal claims.

72. [H.23] Please identify what level and type of insurance coverage is required for liability by passengers.

NASA will determine the details of the limits and types of insurance that would be required for an SFP if/when NASA provides ATP for the PCM or when it approves the manifesting of an SFP on a PCM.

73. [H.23(a)] The dRFP's definition of "NASA or NASA-sponsored crew" appears to include American astronauts as well as foreign astronauts as assigned by NASA to be transported by the CTS. For the purposes of the cross-waiver and third-party liability provisions, how are people aboard the ISS, whether NASA astronauts, foreign astronauts or of another category, treated? Are they party to the cross-waiver?

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For purposes of clause H.5, Contractors are required to waive claims against NASA and foreign astronauts. However, those astronauts are not required to waive claims against the contractor. Passengers are required to waive claims against NASA astronauts and foreign astronauts, but not against the contractor unless the contractor requires such waiver.

74. H.23 (b) (1) states that "NASA retains the right to revoke its prior approval of a passenger(s) at any time prior to launch of the Post Certification Mission." On what basis can NASA "revoke its prior approval of a passenger"?

NASA may revoke prior approval of a passenger at any time for reasons including, but not limited to emergency situations, safety reasons and unexpected Government mission priorities. NASA will not revoke prior approval of a passenger for arbitrary reasons.

75. [I.18] Recommend replacing KSC 52.245-97 RECORDS MANAGEMENT (FEB 2012) with FAR 52.215-2 -- Audit and Records – Negotiation (Oct 2012) to reduce the additional resource burden the KSC FAR supplement clause would cause for the Contractor. Additionally, the current version of the NPR 1441.1, version D, is set to expire in February 2014. Thus, the current requirements could change after final proposals have been submitted.

NASA plans to remove clause I.18 in the final RFP.

76. [L.20-1] How will the utility of the CTS be evaluated for its ability to perform missions beyond the ISS design reference mission? How will you evaluate this as a part of an offering? See Interim Update 2 – Introduction, Post Certification Mission Pricing narrative.

77. [L.20-1 TA01] The traditional search and rescue services provided by NASA for off nominal or abort water landings may not be required for some CTS offerings, so how will this cost be assessed for vehicles that require this service and how will that cost be evaluated in the price factor of individual offerings?

Search and Rescue (SAR) services will be provided by the Government. SAR services are not a contractual requirement and thus, are not allocated to the Contractor. Therefore, SAR services will not be assessed as part of the price evaluation.

78. [L.20-1 TA01(c)] When considering safety as a part of the mission suitability factor will NASA go beyond a simple assessment of loss of crew to consider total system safety including safety during operations (including ground crew), as well as factors like probability of injury to crew members due to hard landing conditions, and ability to transport injured or deconditioned crew members to proper medical facilities soon after landing? Also will survivability following landing in nominal or abort cases due to landing at a remote location or in rough sea states also be considered? TA01 and TA02 items c on pages 132 and 134 of the Draft RFP touches upon this issue, but should be clarified in the Final RFP.

NASA agrees that safety as part of the mission suitability factor does go beyond a simple assessment of loss of crew. NASA will consider the Offeror's approach to total system safety including safety during operations for their CTS design as part of TA01(c) (Reference Section L instructions and Section M evaluation factors).

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79. [L.20-2] Will NASA request offerors provide evidence that demonstrates their viability as an ongoing company able to provide the proposed commercial crew space transportation capability once developed?

NASA will request offerors to provide this evidence for the CCtCap solicitation. Section L.20-2 MA03 Approach to Lifecycle Cost Management provides the required instructions in this area.

80. [L.20-2] Will NASA ask Offerors to describe the core aspects of its business strategy that will enable them to be successful, products and services to be offered, the market(s) to which they will provide products and services, and a description of their business case that includes some discussion of product pricing (for example, revenues from sales sufficient to recover development costs, life cycle cost estimates, or measures taken to ensure affordability)?

Otherwise the discussion of breakeven point on p. 136 is unclear.

Offeror's should determine the level of information necessary to convey their business strategy. Within the page limitations, any additional information may be provided to substantiate your approach for lifecycle cost management. Section L.20-2 MA03 Approach to Lifecycle Cost Management provides the instructions in this area.

81. [L.20-5] Does NASA expect proposers to bid to multiple funding profiles to fit various funding scenarios as was requested in CCiCap?

Various funding scenarios are not a requirement of this CCtCap solicitation.

82. [L.20-5] The Draft RFP does not specifically discuss seat price. Should seat price be quoted with a sample manifest in order to make fair comparisons with the Soyuz since that comparison will inevitably be made? Or does NASA only want to evaluate a per mission price using a mix of crew members and cargo as required in the requirements documents?

Seat pricing is not a requirement for this CCtCap solicitation. NASA intends to evaluate mission prices.

83. [L.9] Where in the proposal should the Offeror include the information requested in L.9 (a), (b), (d), (e), (f) and (g)?

The dRFP does not identify the volume location for the information required by provision L.9 NFS 1852.245-80, *Government Property Management Information*. (Jan 2011). The Government is considering requesting this information be provided in Volume IV.

84. [L.11] In the Draft RFP on p. 123, Asterisk under table states, "Requested on this date but required no later than TBD." Does NASA anticipate requiring the delivery of the Past Performance Volume in advance of the proposal due date?

Yes, NASA anticipates that the past performance information used for initial evaluation may be submitted prior to the proposal due date shown in L.11. However, in no event, will it be accepted beyond the proposal due date.

85. [L.14] Volume IV Acronym List: Should this acronym list be inclusive of the entire proposal and all volumes or just volume IV? Do you want to see acronym lists in the other volumes specific to those volumes or a complete set of acronyms for all proposal volumes in each volume?

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The "Offeror Acronym List" required in Volume IV shall be inclusive of the entire proposal and shall be provided as one list.

86. [L.14] Section L.20-4 Volume IV – PWS, Plans and Other Data does not make reference to or define the Minimum Eligibility requirement in L.14. Are the Minimum Eligibility Requirements stated in L.14 the same requirements that comprise Section IV.5 (Reference Table L.19 Proposal Content)?

Yes. NASA anticipates revising provision L.14 to indicate that the Minimum Eligibility Requirements need to be stated in Volume IV - *PWS, Plans and Other Data*.

87. [L.19] In prior NASA CTS proposals, graphics used Arial/Arial Narrow font, 10 point. Is this acceptable within graphics and tables since an Arial or Arial Narrow font is a 'sans serif' font type that is recommended by industry to enhance readability for users for use in headings, callouts, and in table and figure captions?

NASA is considering revising provision L.19 to allow flexibility on font types and sizes used for graphics. Offerors will be required to follow stated instructions in the final RFP.

88. [L.19] Does the Government want a Glossary and Acronym List, a Cover Letter, a Title Page, and Cross-Reference Matrices in each Volume? Will these be excluded from page limits? Offerors are only required to include proposal content per the instructions in section L. If Offerors choose to add content not specifically identified in the RFP (such as a cover letter), this content will count against the stated page limitations unless otherwise noted. NASA is considering requesting a Cross-Reference matrix without page limitations. (Reference section L.7 & L.19 of the dRFP).

89. [L.20-2] Please correct this reference to Data Requirements Deliverables in first paragraph. File name should be "Attachment J-02" rather than the cited "Attachment J-03." NASA will make the correction in the final RFP.

90. [L.20-2] How will investments be considered and evaluated?

The amount, or magnitude, of an Offeror's proposed investment will not be evaluated. In M.2(II)(MA03), NASA plans to evaluate the Offeror's ability to meet contract requirements based on the price proposed to the Government. NASA will consider the Offeror's proposed investment, along with evidence to substantiate the Offeror's ability to secure the investment, in evaluating the risk of whether the Offeror can meet the contract requirements based on the proposed price.

91. [L.20-2 MA03(b)] In order for offerors to fully provide the corporate financial statements, letters of credit, insurance policies, letters of commitment from investors, and other documentation requested to substantiate corporate commitment and cash flow projections, please allow these to be submitted outside the page limitation of the combined Technical-Management volumes.

The Government is considering changes to L.20-2, MA03 (b) with regard to page limitations that would exclude this information from the page count for the Technical-Management volumes.

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92. [L.20-2 MA03(b)] In order for offerors to most accurately provide (in original format) the corporate financial statements, letters of credit, insurance policies, letters of commitment from investors, and other documentation requested to substantiate corporate commitment and cash flow projections, please waive the requirement for 12-point Times New Roman type for these documents.

The Government is considering changes to L.20-2, MA03 (b) with regard to font size and type for official records from financial institutions to permit submission of original format of documentation.

93. [L.20-2 MA03(c)] Is Attachment L-05 to be submitted as part of Vol II Management Approach? Is it excluded from the page limit?

Attachment L-05 is required to be submitted as part of MA03. However, the dRFP does not identify the volume location for Attachment L-05. The Government is considering the appropriate location of this information and it is not expected to be part of the page count.

94. [L.20-3] With the small business reporting after contract award waived, how will small business goals be monitored after award?

In accordance with FAR 52.219-9 Small Business Subcontracting Plan (JAN 2011) – ALT II (OCT 2001), the contractor shall submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

95. [L.20-3] Will universities and non-profit participation also be considered to help further NASA STEM goals and objectives and how will it be evaluated?

The primary focus of the CCtCap contract is to enable a commercial launch capability to fly NASA crew to the ISS, therefore NASA STEM goals are not included as a part of the CCtCap contract. However, NASA recognizes that companies are able to promote STEM activities as they deem appropriate per their corporate goals. Universities and non-profit participation will not be added to the small business goals of CCtCap and will not be considered for evaluation purposes.

96. [L.20-3] In section L.20.3 18.52.219-76 is incorporated under the clause section, which invokes an 8% goal. However, this section states the overall Small Business requirement is just 7%. Which is required?

The 8% goal in NFS 1852.219-76 represents the NASA agency annual goal. The contractor agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

The goals identified in L.20-3 Volume III – *Small Business Utilization* are acquisition specific goals and reflect the Contracting Officer's assessment of the appropriate subcontracting goals under the contract (*i.e.* total small business goal of 7%) to be achieved at the completion of CCtCap contract performance. Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. Offerors must perform an independent assessment of the small business subcontracting opportunities which support their proposed goals.

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97. [L.20-3(a)(1)] If an Offeror has a preexisting Commercial Small Business Subcontracting Plan, which both meets the intent of the Small Business Subcontracting Plan called for under the CCtCap acquisition and outlines preexisting contractual obligations, can this be submitted instead of the Small Business Subcontracting Plan with Alternate II?

The definition of the types of Subcontracting plans that can be used to satisfy this requirement are in Clause 52.219-9, Small Business Subcontracting Plan - Alt II. A Commercial Plan means a subcontracting plan that applies to the entire production of commercial items for contractors furnishing commercial items. Based on this definition, a commercial plan is not appropriate for the non-commercial services requested in CCtCap as it is a FAR part 15 contract.

98. [L.20-5] Will the proposers have interaction with independent cost estimators?
No, Offerors will not have interaction and are not to seek communications with the NASA Cost Estimators with intent to solicit information regarding this solicitation. Additionally, when the RFP is released, a black out period will be in effect for NASA personnel, as specified in NFS Part 15.

99. [L.20-5] What is meant by the parenthetical statement "Prime Contractor Only" for the fully completed price template?

The parenthetical "Prime Contractor Only" means that the Prime Contractor is responsible for providing the fully integrated proposal submittal (including all subcontractors) to NASA.

100. [L.20-5] Will proposed cost be used or some adjusted value?

NASA will not perform a probable cost assessment. NASA will use an imputed value associated with the Government Furnished Property (i.e., NDS) if elected by the Offeror to use it (reference RFP Price Evaluation Section M.3).

101. [L.20-5] What tools will be used and who will perform an independent cost estimate?

The Independent Government Cost Estimate (IGCE) product and process is Government Sensitive But Unclassified and Source Selection Sensitive and will not be disclosed to industry. Only Government employees will develop and use the IGCE.

102. [L.20-5] What parameters are required and will be used for the independent cost analysis?

The Independent Government Cost Estimate (IGCE) product and process is Government Sensitive But Unclassified and Source Selection Sensitive and will not be disclosed to industry.

103. [L.20-6] "For each company, including any major team members, subcontractors and suppliers, the Offeror shall provide a narrative summary of five (5) relevant contracts and/or agreement that are active or were completed in the last five (5) years." Does this mean 5 contracts for the prime provider total or 5 for each entity with >\$100M (e.g. 10 contracts for a prime plus one qualifying subcontractor)?

NASA is requesting five (5) instances of Past Performance for the Prime Offeror. In addition, NASA is also requesting up to an additional five (5) instances of Past Performance for each qualifying subcontractor (entities with >\$100M). NASA is considering clarifying this intent in

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the RFP and also narrowing the focus by adding “spacecraft and launch vehicle elements” to the definition of a major subcontractor.

104. [L.20-6] Does NASA want five Past Performance contracts for every major partner (p. 144) or would fewer Past Performance contracts be accepted versus the five for the prime contractor?

NASA is requesting five (5) instances of Past Performance for the prime Offeror. In addition, NASA is also requesting up to five (5) instances of Past Performance from qualifying entities as defined in L.20-6, Volume VI - *Past Performance*.

105. [L.20-6] Please confirm that for Offeror's awarded a Phase 1 Certification Products Contract, a report to the SEB from the CPC contracting officer will be obtained without any required action on the part of the Offeror.

Yes, for Offeror's who were awarded a Phase 1 Certification Products Contract, it is confirmed that no action on the part of the Offeror is required for the CPC Past Performance report to be delivered from the CPC CO/COR to the SEB. This report will go directly from the CPC CO/COR to the SEB and to the contractor.

106. [L.20-6] What allowances will be made to update our proposal based on NASA CPC feedback? Will CPC past performance be collected twice, first with the proposal submittal and second with the final CPC deliverable?

Yes, for Offeror's that are CPC Contractors, the SEB will receive a CPC Past Performance report in two parts, once after the initial delivery and again after the final delivery of CPC products. As such, an Offeror will have the opportunity to update their Final Proposal Revision with the Past Performance report from the second Round of CPC.

107. [L.20-6] CPC performance evaluation may differ significantly between the initial report partway through the contract and the final evaluation at the end of the period of performance. Can a second CPC report, addressing past performance as well as mission suitability, be made available to the source board at the conclusion of the CPC?

For Offeror's who were awarded a Phase 1 Certification Products Contract, yes, the SEB will receive a CPC Past Performance report in two parts, once after the initial delivery and again after the final delivery of CPC products.

108. [L20-6] Will NASA request and consider information for any missed milestones and variances between originally proposed schedules and actual schedule performance as part of proposed Past Performance examples?

Attachment L-03 *Past Performance Questionnaire* contains a Schedule Section that will address if an Offeror “Met their proposed schedule milestones”. Additionally, the SEB may perform research on Past Performance that may surface any instances of missed milestones and deltas to schedule performance under past contract(s) and/or agreement(s).

109. [L.20-6] Will NASA request and consider Past Performance information on any defaulted contracts, either government or commercial as part of proposed Past Performance examples?

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Attachment L-03 *Past Performance Questionnaire* contains a Management Section that will address “Compliance with contractual or agreement terms and conditions” in which any instances of contract default would be included. Additionally, the SEB may perform research on Past Performance that may surface any instances of contract default on the part of an Offeror or its major subcontractors.

110. [L.21] Can offerors be allowed to propose their own date for CBR in accordance with their development, test, and certification schedules, in lieu of the requirement to hold CBR within 60 days of contract award?

According to dRFP section L.21, Offerors can propose their own date for the CBR milestone completion date, but no later than (NLT) 60 days after contract start. However the Government is considering changing the CBR milestone completion date to NLT 90 days after contract start.

111. [L.21] Please confirm that the percentage limits for the CLIN 001 Certification Milestone Reviews are maximum amounts, expressed as a percentage of the total CLIN 001 payment, for individual milestones and not cumulative payment constraints (like the ones listed for CLIN 002 milestone payments) with the exception of the final Certification Milestone Review payment, which is expressed as a minimum required amount.

Yes, as stated in the dRFP section L.21, the percentage limits for CLIN 001 are expressed as maximum amounts (shall not exceed) for individual milestones. Also, the percentages stated are expressed as a percentage of the CLIN 001 total price. However, the Government is considering expressing the percentage limits as cumulative to be consistent with CLIN 002.

112. [L.22 (d)] Please clarify that submittal of an OCI plan is not required if there are no relevant facts that could give rise to an organizational conflict of interest. If a statement to that effect is required, please specify.

The Offeror must provide an assessment on whether there is an organizational conflict of interest associated with the proposal submitted. Submittal of an OCI mitigation plan is not required at this time, but the CO may require a plan if the Government determines there are relevant facts that could give rise to an OCI before award of contract. The Government plans to update the RFP to clarify.

113. [M.1] Will NASA consider cost reduction options or risk reduction enhancements outside the proposer’s baseline offering, and if so, how will those be evaluated?

See Interim Update 2 – Introduction, Post Certification Mission Pricing narrative.

114. [M.3] How will past Commercial Crew Program progress and cost performance be accounted for in the price analysis?

Prior program progress and cost performance will not be evaluated in the Price factor. Past performance related to Commercial Crew Program can be evaluated in the Past Performance factor (Reference L.20-6, Volume VI – Past Performance).

115. [M.3] How is the Price factor going to be evaluated?

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The price factor will be evaluated in accordance with FAR 15.404-1(b), Price Analysis, based on the total contract price. Total Contract price consists of: (1) DDTE/Certification; (2) Post Certification Missions; and (3) Special Studies.

116. [Attachment J-02] In DRD 002 F. Data Requirements, it states that an initial version of the IMP and IMS is due at contract start. However, per Table L.19, a version of the IMP and IMS is to be included with the proposal. Please clarify the level of readiness/fidelity that applies to the IMP and IMS to be submitted with the proposal.

The DRD 002 and Data Requirements List (DRL) have been updated to reflect that the Offeror shall submit a Baseline version of the IMP and IMS with the proposal. DRD 002 will no longer require an “initial” version at contract start. See updated DRL in Attachment J-02.

117. [B.4] If a 210 day mission is required, is it the intent to suspend final payment until the vehicle lands and would require the Offeror to finance the cost for 7 months?

Yes, the final mission payment (which must equal at least 10 percent of mission price) will be withheld until mission success determination in accordance with Clauses H.19 and H.21. Interim payment milestones may be proposed between the FRR and the final milestone payment.

118. [H.15 (d)] Is it NASA's intent to have a NASA crew member on the certification flight to the ISS? Chart 39 of the Pre-Solicitation Conference Briefing indicates that "NASA considers this (JTT) team a subset of existing Partner Integration Team (PIT) construct". The current PIT construct is limited to an insight and advisory role. A JTT member flying on the certification flight would be much more participatory.

Yes, per CCP-PLN-1120 flight test requirement, NASA expects to have a NASA crew member on at least one flight test to the ISS. The insight provided by JTT flight crew members will include participation in flight test events leading up to and including the flight test to ISS.

119. [H.19] May the Contractor propose interim milestones in CLIN 002, as is allowed in CLIN 001? If so, please add some language to the RFP to clarify. In particular, can interim milestones be added between FRR and the final milestone payment? For example, could Launch be an interim milestone?

Yes, interim milestones may be proposed in CLIN 002. Specifically, interim milestones may be added between FRR and the final milestone payment. Payment associated with proposed interim milestones must meet Mission Milestone Review payment constraint criteria including the requirement to withhold at least 10 percent of mission price until the final payment according to Clause H.19.

120. [L.19] Volume IV.3, Integrated Master Schedule (IMS) is to be provided in hardcopy. A detailed IMS may be several hundred pages of 11" x 17" paper. Is the hardcopy version required to be the IMS in its entirety, or can it be collapsed to a summary level? Is the softcopy expected to be the entire IMS in MS Project format? If the Government desires the entire IMS in detailed hardcopy, does the Government want 12 copies of this document?

NASA is considering a change to the IMP/IMS DRD 002 requirements to allow the delivery of the DRDs in an electronic format in accordance with data format requirements in Section 4.2 of Attachment J-02.

dRFP – Questions and Answers 3

Commercial Crew Transportation Capability Contract (CCtCap)

121. [L.20-6 (a)] The 25 pages allotted for V6, Past Performance, may limit the ability to submit a mix of highly relevant programs that address the full scope of relevant performance. It also precludes inclusion of information that would be useful to NASA in evaluating the volume (i.e., questionnaire status table). Would NASA consider increasing the page count for Volume 6, Past Performance, to 50 pages?

NASA does not intend to increase the page count for Past Performance. NASA expects the Offeror to determine and include the most relevant instances of past performance as described in Section M.4, *Past Performance Factor*.

122. [L.20-6 (a)] Para. 2 requires each past performance contract include in "narrative summaries" information such as, "contract/agreement name and number, company name; contract type, total original and present or final dollar value, Contractor and Government Entity (CAGE) code; method of acquisition competitive or noncompetitive, contract or agreement); nature of award (initial or follow-on);" as well as "date of contract/agreement, place(s) of performance, and delivery dates or periods of performance", and "the name, current and verified, address and telephone number for both the lead contractual and technical personnel", is it acceptable for this standard administrative contract information to be presented in tabular form for each past performance narrative instead of as part of the narrative summary which presents the unique technical, schedule or contractual requirements; achievements in complying with subcontract plan goals for small business; and overall performance of each past performance example?

Yes, the Offeror may choose to present this standard administrative contract information for past performance narratives in tabular form according to the criteria in Section L.19(c), *General Proposal Instructions*.

123. [L.20-6 (b)] RFP Instruction L-19 (b), para. 3 states "The Offerer shall exclude from the page limitations any required RFP forms to be completed..." Shall the Past Performance Consent Letters required in L.20-6 (b) and provided as Attachment L-03, be submitted as an attachment to V6, Past Performance, and excluded from the page count?

Yes, NASA will clarify that the Past Performance Consent Letters are to be excluded from the proposal page limitations. NASA will update the RFP to clarify.

124. [L.20-6 (c), M.4] The first bullet for what is contained in the CPC Past Performance Report reads, "The CPC products' maturity and quality delivered to the Government that meet the CPC requirements. Specifically, this includes the CPC products that matured in parallel to the Contractor's CTS design maturity." Please clarify the intent of these statements.

The intent of these statements is to inform the Offerors what data the SEB will receive from the CPC Contracting Officer in order to evaluate Past Performance. Two aspects are important: the CPC products' maturity and quality. Maturity means how well the objectives stated in the CPC contract were accomplished by the Offeror. For example, from the CPC contract requirements, "the CPC deliverables must mature in parallel to the Contractor's CTS design" and "each deliverable shall be consistent with the design maturity of the Contractor's CTS at the time of delivery." Quality of products in meeting CPC requirements means the degree to which the products meet the requirements set forth in the CPC contract.

dRFP – Questions and Answers 3

Commercial Crew Transportation Capability Contract (CCtCap)

125. [L.21 (a)] Section L.21 seems to indicate that Appendix A to Attachment J-03 is restricted to CLIN 001 milestones (CBR, DCR, FTRR, ORR, and Certification). DRD 202, Post Certification Mission Work Plan, requires similar information as Appendix A but does not require price. Is there a separate place to list the price for the milestones in CLIN 002?

The Offeror's proposed pricing for Post Certification Mission milestones should be documented in Clause H.19, Table H.19.2: *Mission Milestone Review Payment Schedule*. The Offeror may also propose interim financing milestones as necessary. The instruction for proposing milestones can be found in L.20, TA03: *Approach to Post Certification Missions (PCM)*.