AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 1

3. EFFECTIVE DATE 09/22/2014

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP
KENNEDY SPACE CENTER FL 32899

7. ADMINISTERED BY *(If other than Item 6)* CODE KSC

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP
KENNEDY SPACE CENTER FL 32899

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO. NNK14ZLS005R

x 9B. DATED *(SEE ITEM 11)* 08/26/2014

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 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.)*

Solar Probe Plus (SPP) Launch Service

The purpose of this amendment is to incorporate changes into the RFP as shown in the following change pages:
C-2, C-26, D1-27, D1-29, D1-34, E2-4, E2-5, E3-2

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)*
Jennifer L. Dorsey

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

(d) *Disputes*. This contract is subject to 41 U.S.C. Chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, with its Alternate I (DEC 1991) which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. Excusable delays for launch delays by either party are identified and shall be resolved in accordance with contract Section C, Clause 19.0, Adjustments to Launch Schedule.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

CDRL C4-13 on a particular mission, the Contractor shall investigate the anomaly or failure at its own expense. The Contractor shall determine the scope of the investigation and shall conduct and control the investigation. The Government may designate representatives to observe and participate in the Contractor's failure investigation board. If the Contractor changes the launch vehicle design, the Contractor shall provide NASA insight into the change. The Government may establish an independent assessment team to assess the Contractor's investigative and corrective actions.

(C) The Contractor shall present to the Government its findings resulting from the investigation and the proposed corrective actions (return to flight activities), if any. The Contractor shall be responsible for proving the corrective action is sufficient to return to flight. The Contracting Officer may either accept or reject any finding, root cause, or corrective action. If the Contracting Officer accepts a finding and the related corrective action, the Contractor shall be responsible for the cost of the corrective action including Contractor's cost for re-acceptance for NASA missions.

The Government may, at its option and its expense, conduct its own investigation of the anomaly or failure. The Contractor shall cooperate with and fully support the Government investigation, at the Contractor's expense. In the event the Government requires additional analyses or tests beyond those planned by the Contractor, the Contractor shall implement the Contracting Officer's written direction to perform the additional tests or analyses. The costs of implementing these additional tests or analyses may be the basis for an adjustment to this contract.

(D) The Contractor shall report to NASA any flight anomalies from non-NASA missions. For non-NASA missions, the requirements of paragraphs 24.5(B) and (C) apply to these anomalies as the Contracting Officer finds them to be related to ~~NASA missions~~SPP. Rights under the Default clause and the right to require corrective action before return to flight shall also apply.

24.6 Finality of Contracting Officer's Determination

(A) Each of the Contracting Officer's Determinations, under paragraph 24.2, are subject to the contract's ~~FAR 52.233-1,~~ Disputes clause.

(B) In the event the Contractor appeals the Contracting Officer's determination under the Disputes clause in accordance with FAR subpart 33.2 and submits a claim under the Contract Disputes Act, the parties hereby agree the burden of proof shall rest on the Contractor to prove the failure was not due to the LV. The Contractor assumes the responsibility for providing confirming data. The Government will be responsible for providing proof of payload degradation or reduction in operational capacity or longevity.

For vehicle changes initiated by the Contractor that are not fleet-wide changes, the Contractor shall prepare and submit a vehicle data package (CDRL C5-1).

The Contractor shall use MIL-STD-1540 B or C or SMC-S-016 as a guideline when developing environmental qualification and acceptance criteria and related test and analysis. Factors of safety for mission unique hardware shall meet the requirements of Table D1-B.

Application	**Test**		**Analysis (No Test)**	
	Yield	Ultimate	Yield	Ultimate
Non-Man Rated	1.10	1.25	1.60	2.0

Table D1-B: Mission Unique Hardware Factors of Safety

4.2 Mission Unique Software

The Contractor shall provide source code and mission constants' listings (CDRL C4-11) with appropriate requirement specifications to support NASA approval of mission unique software. The Contractor shall prepare and submit a pre-flight control system and stability analysis report (CDRL C4-6) for the vehicle and mission unique software.

4.3 Mission Unique Studies and Analyses

The Contractor shall be required to perform mission unique studies and analyses, provide materials, test of hardware/software, or fabricate hardware in support of this contract.

4.4 Unanticipated Mission Unique Services

At the time of contract award, the Government may not have identified all mission unique services required for SPP. As unanticipated mission unique services are identified, the Contracting Officer will authorize the Contractor, in accordance with the Changes Clause, to perform these services. In performing unanticipated mission unique services, the Contractor shall perform special studies and analyses; provide materials; design the necessary ground and flight hardware/software; conduct appropriate design reviews; and manufacture, test and qualify for flight launch vehicle mission unique hardware/software, i.e., other than that provided as a standard service (Exhibit 2).

5.0 GUIDELINE DOCUMENTS

The following documents are to be used as guidelines to the extent specified in this PWS. If a revision number or date is not specified, the latest revision of the documents shall be used as guidelines to the extent specified in the PWS.

Document No	Rev.	Document Title
NASA-STD-8729.1		Planning, Developing and Managing an Effective Reliability and Maintainability (R&M) Program
NPD 8610.23		Launch Vehicle Technical Oversight Policy
NPD 8610.24		Launch Services Program (LSP) Pre-Launch Readiness Reviews
NPD 8610.7D		Launch Services Risk Mitigation Policy for NASA-Owned and/or NASA-Sponsored Payloads/Missions
NPR 8621.1		NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping
LSP-PLN-353.01		Launch Services Program Risk Management Plan
NPD 1280.1		NASA Management System Policy
NPR 7120.5		NASA Space Flight Program and Project Management Requirements
NPR 8715.3		NASA General Safety Program Requirements
SMC-S-016	2014	Test Requirements for Launch, Upper-Stage, and Space Vehicles

[1] MIL-STD-1773 may be substituted

Axis	Maximum Acceleration (g)
Axial	TBP
Lateral	TBP

Notes: (1) Sign convention: ~~positive~~ negative axial acceleration produces compression
(2) Axial and lateral accelerations are simultaneous

Table D1-N: Payload Design CG Limit Load Factors

TBP

Table D1-O: Maximum Expected Sinusoidal Vibrations at the Base of the PA (If Applicable)

TBP

Figure D1-5: Maximum Quasi-Steady Acceleration as a Function of Payload Separated Mass

TBP

Figure D1-5A: Maximum Thermal Environment During Ascent

9.0 PAYLOAD ENVIRONMENT INSTRUMENTATION

To support mission success determination (Section C, paragraph 24.2), the following flight instrumentation shall be provided to monitor the payload environment. Table D1-P establishes the baseline requirements for payload environment instrumentation.

Environment	Type	Number and Locations	Range, Sensitivity, and Bandwidth
Acoustics	TBP	TBP	TBP
Loads & Dynamics	TBP	TBP	TBP
Static Pressure	TBP	TBP	TBP
Temperature	TBP	TBP	TBP

Table D1-P: Contractor-Provided Payload Environment Instrumentation

VOLUME	PROPOSAL	NO. OF COPIES[1]
1	Mission Suitability	8
	PWS	
	Exhibits 1, 2, 4, 7, & 9	
	Attachments D2, D3, and D5 thru D8	
2	Price	8
3	Past Performance	8
4	Model Contract	8
	Attachment D4	

[1] Includes one complete proposal, which must be marked as "Original" for retention by the Contracting Officer.

Table E2-A: Proposal Volumes

(B) The proposal text shall be printed on 8 ½" x 11" paper with at least ¾" margins on all sides. The metric standard format most closely approximating the described standard 8 ½" x 11" size may also be used. Except for the Price Proposal, all volumes must be prepared and submitted using a type-size no smaller than a 12 point font (within figures and graphics, a legible type size shall be used). The text shall be printed on both sides of the sheet and all pages shall be numbered. Printed pages and illustrations shall be legible and no larger than 11" x 17" foldouts as appropriate for the subject matter.

(C) The Offeror shall provide a single/master list or chart which relates the page and paragraph numbers of the proposal instructions sections E2 8, 9, 10, and 11 to the proposal's ~~page and~~ paragraph numbers responding to the instructions. Each proposal volume shall include a copy of the list or chart.

(D) The Offeror may reference another section in the proposal rather than copy the information in both locations; however, consistency in the logical flow of the subject matter shall be maintained.

(E) The Offeror's proposal shall be signed by an official authorized to bind the company.

(F) Two copies of the text and pricing data are to be provided in electronic format on PC compatible CDROM/DVD. Each CD-ROM/DVD provided is to have an external label indicating the name of the Offeror, RFP number, and a list of the files contained on the disk. Documents should be delivered in MS Word 2007 or greater format or .PDF format compatible with Microsoft Office Windows 7. The Offeror shall provide at least one copy of Volume 4, Model Contract text in MS Word 2007 or greater format. Price proposal shall be submitted in Excel 2007 or greater format. Pictures, drawings, or figures, not embedded in the body of the document, should be delivered in one of the following formats: .jpg, .gif, or .bmp. In the event of a discrepancy between the electronic format and the hardcopy, the hardcopy will be considered the intended text.

6.4 Proposal Acceptance Period

Offerors shall allow a period of not less than 180 days for acceptance of proposals by the Government. The Offeror shall sign the Standard Form 1449 and return it in Volume 4 of the proposal.

6.5 Proposal Submission

The offeror shall submit all required proposal information for Volumes 1 – 4, whether delivered by the offeror or by commercial courier, to Neil Armstrong Operations and Checkout Building, Room 3731B, Kennedy Space Center, FL, in accordance with the dates indicated below, no later than ~~12:00 noon~~4:00 p.m., Local Time. Access to KSC is required and may be arranged by contacting the Contracting Officer. Proposals that arrive at the Neil Armstrong Operations and Checkout Building, Room 3731B, Kennedy Space Center, FL facility after the prescribed time for receipt of proposals will be considered late and treated in accordance with FAR 52.212-1, "Instructions to Offerors – Commercial Items."

Proposal Volume	**Date to be Delivered**
1 – Mission Suitability	~~October 28~~November 6, 2014
2 – Price	~~October 28~~November 6, 2014
3 – Past Performance	~~September 29~~October 6, 2014*
4 – Model Contract	~~October 28~~November 6, 2014

*The past performance volume is requested by ~~September 29~~October 6, 2014, but shall be received no later than ~~October 28~~November 6, 2014.

6.6 Summary of Exceptions

(a) The Offeror shall include a statement of acceptance of the anticipated contract clauses and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through D of this solicitation, to the Representations and Certifications (Section E1), or to the information requested in Section E2, in the Summary of Exceptions to be submitted with the Model Contract in Volume 4, Model Contract. The Offeror shall fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation. The Offeror shall include the reason for the exception or refer to where the reason is addressed in the proposal. Any failure to clearly indicate exceptions to the proposed contract terms and conditions or requirements contained in this RFP will be construed as acceptance of them, verbatim.

(b) The Offeror shall include any proposed changes to the RFP terms and conditions or requirements with the Summary of Exceptions and describe the impact of the proposed changes to appropriate volume(s).

3.0 FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999) *(TAILORED)*

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Price
(2) Mission Suitability

a. Technical Approach
b. Management Approach
c. Small Business Utilization

(3) Past Performance

Mission Suitability and past performance factors, when combined, are significantly more important than the price factor. The mission suitability factor is more important than the past performance factor, which is more important than the price factor.

(b) Reserved

(c) A written notice of award or acceptance of a proposal, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the proposal, shall result in a binding contract without further action by either party. Before the proposal's specified expiration time, the Government may accept a proposal (or part of a proposal) unless a written notice of withdrawal is received before award.

4.0 PRICE FACTOR

The Government will conduct price proposal evaluations in accordance with FAR 15.4, "Contract Pricing". Particular attention shall be given to FAR 15.404-1(b) entitled *Price Analysis*. Elements of FAR 15.404-1(b) that may be used in the evaluation include: comparison of proposed prices received in response to the solicitation; comparison of proposed prices with independent Government cost estimates; and analysis of data other than certified cost or pricing data (as defined at 2.101) provided by the Offeror. If necessary, the Government reserves the right to request additional information in order to perform a cost analysis in accordance with FAR 15.404-1(c).

In accordance with SPP RFP Table B-1 CLIN 1, the total contract evaluated price ~~consists of~~is the sum of: ~~(a)~~ CLIN 1, SPP Launch Service, which is comprised of SubCLIN 1A,~~; (b) CLIN 1A,~~ Standard Launch Service and Standard Mission Integration in accordance with PWS and SPP RFP Exhibit 2; and SubCLIN~~(c) CLIN~~ 1B, Mission Unique Services in accordance with PWS and SPP RFP Exhibit 9.