

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE 10/07/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. NNK14ZLS005R	
		x 9B. DATED (SEE ITEM 11) 08/26/2014	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 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-36, C-41, E2-9, E2-9.1, E2-10, E2-10.1, E3-5, and E3-5.1

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

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

X (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2014) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

35.0 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION) (JUL 2014) WITH ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

- (v) No individual payment through launch shall exceed 15%
- (vi) Individual payments occur no more often than quarterly, unless noted in the work plan

9.4.2 The offeror shall complete Clause 6 Sections (a) and (c)(1).

9.4.3 The offeror shall complete Clause 20.

9.4.4 Termination for Government's Convenience

Offerors shall not take exception to the specified maximum termination liability for the SPP standard launch service and the percentage of cumulative performance based milestone payments to be returned to the Government in the event of a termination for convenience, as shown in the table in contract Section C, Clause 5.0, Launch Service Payments, Milestone Events and Completion Criteria.

For the integration period from mission ATP through L-33M, the Contractor shall propose a percentage TBP (50 to 100) that represents the percentage of cumulative payments made to date to be returned to the Government in the event of a Termination for Convenience of the Government (Table C-1).

9.5 Small Business Subcontracting ~~Plan (Attachment D4)~~

Small Business Utilization

Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level. All large and small business offerors are required to respond to the Commitment to the Small Business Program.

Small Business Subcontracting Plan (Attachment D4)

- (A) In keeping with Congressionally-mandated goals, NASA seeks to encourage the placement of a fair portion of its contract dollars, where feasible, with Small, Small Disadvantaged, and Women-Owned Business concerns as defined in FAR 52.219-8, Utilization of Small Business Concerns and NFS 1852.219-76, NASA 8 Percent Goal. For this procurement, NASA has determined the offeror shall propose goals based on the offeror's independent assessment of the small business subcontracting opportunities for this requirement pursuant to ~~in line~~ with their standard commercial practices. The proposed small business subcontracting plan shall include goals for each of the following:

- Small Businesses (SB)*
- Small Disadvantaged Businesses (SDB)

Woman-Owned Small Businesses (WOSB)
Historically Black Colleges and Universities (HBCU)
And Other Minority Educational Institutions (OMEI)
Historically Underutilized Small Businesses (HUBZone)
Veteran-Owned Small Businesses (VOSB)
Service-Disabled Veteran-Owned Small Businesses (SDVOSB)

* includes small business and its sub-categories

NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offeror shall describe the efforts made to establish goals for each small business category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category. The Offeror shall include in the proposal their independent assessment of the small business subcontracting opportunities for this requirement pursuant with their standard commercial practices.

- (B) The goals in the small business subcontracting plan shall be stated as a percentage of total contract value and as a percentage of total planned subcontracting dollars.

Proposal shall indicate if phasing is appropriate, and if so, indicate the appropriate phasing goals.

- (C) NASA prime Offerors may count first-tier subcontracting dollars toward achievement of the contract specific goals under their commercial plan. This solicitation contains FAR 52.219-9, Small Business Subcontracting Plan, Alternate II. The Subcontracting Plan required by the clause including the associated subcontracting goals must be submitted with your proposal. The plan will be included in any resultant contract as an attachment.
- (D) A commercial plan is the preferred type of subcontracting plan for Offerors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime Offeror is supplying a commercial item. The subcontracting plan percentage goals shall be based on total contract dollars.

9.5.3 Commitment to the Small Business Program

- (A) All large and small business offerors shall briefly describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered "high technology." High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.
- (B) If the subcontractor(s) is known, Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments). (Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)
- (C) All large and small business offerors shall provide information demonstrating the extent of commitment to utilize small business concerns to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. For Other than Small (Large) Business Offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.

9.6 Section D - Documents, Exhibits, and Attachments

Offerors shall follow instructions and fully comply with the Mission Suitability proposal instructions to provide data and information for all PWS tables, exhibits and attachments. The Offerors shall include all Section D exhibits, and attachments, listed in Table E2-A for Volume 1 and place in Volume 1. A complete description of the proposed launch service shall be contained in the PWS Exhibits 1 and 2.

9.7 Section E - Representations and Certifications

Offerors shall complete all representations and certifications required by FAR Clause 52.212-3, Offeror Representations and Certifications – Commercial Items, Alt I, and include Section E, Attachment E1 as part of its Volume 4, Model Contract.

10.0 MISSION SUITABILITY PROPOSAL INSTRUCTIONS

10.1 Introduction

- (A) The Mission Suitability Proposal shall include a discussion of the Offeror's approach to meeting the requirements of the entire PWS.
- (B) The Offeror shall provide all data/information labeled **TBP** in the PWS, its exhibits, and attachments and show it as **bolded** in the PWS section where it goes as well as reference it in the Mission Suitability Proposal area.
- (C) The technical approach shall be specific, detailed, and complete to a level, which clearly and fully demonstrates the Offeror's understanding of the requirements and the inherent risks associated with the SPP launch service. The Mission Suitability Proposal must adequately describe how the Offeror proposes to comply with the applicable requirements, including a full explanation of the techniques

- (1) The Small Business Subcontracting Plan will be evaluated for appropriateness of the total proposed small business subcontracting goal and the proposed goals by small business category, as supported by the Offeror's independent assessment of subcontracting opportunities for this requirement in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officer's assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.
- (2) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated for reasonableness against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

(b) Commitment to Small Businesses

- (1) NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "high technology." NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments.)
- (2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)
- (3) NASA will evaluate the Offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

6.0 PAST PERFORMANCE

The evaluation of Past Performance factor will be conducted in accordance with FAR

15.305(a)(2) and NFS 1815.305(a)(2). The Offeror's relevant performance of work similar in size, content, and complexity to the requirements of this acquisition will be evaluated. For purposes of this acquisition, relevant is a contract performed or completed within the last three (3) years that is similar in size, content, and complexity to