

AFP-KSC-VAB--HB2-MLP-2015 Questions and Answers

#	Question	Question Reference	Reference Language	Answer
1	How will NASA protect proprietary nature of company's Financial Capability?	AFP Section III, Paragraph B, pg. 6		Companies' proprietary data should be appropriately labeled and NASA will protect the information using NASA Sensitive But Unclassified (SBU) procedures in accordance with NID-1600.55.
2	Is smaller than size 12 font acceptable in tables and figures?	Section VI, pg. 12	"Font shall be Times New Roman, size 12."	Native format tables and figures with legible font size of 10 point will be accepted.
3	The model agreement is very launch/reentry centric. E.g. "by allowing Partner to use HB2 for the conduct of commercial launch and reentry services" (see also the footnote and "Allowed Uses"). One customer's use is tied to in-space activity with no launch or re-entry relationship. Must the activity be tied to launch or re-entry?	Attachment B, Article II, pg. B.3		The model agreement is indeed launch/reentry-centric. Please refer to the Commercial Space Launch Act (CSLA) which defines what activities constitute "launch," "launch services," "reentry," and "reentry services" at 51 U.S.C. § 50902.
4	Who pays for the mandatory NASA review and approval of all modifications to VAB and MLP?	Attachment B, Article III, Paragraph 3.d, pg. B.6		NASA mandatory review and approval of Partner Improvements to VAB HB2 (as defined in Attachment B Exhibit C) and MLP for compliance of code and applicable standards is provided at no additional cost. However, Partner requested additional reviews are considered a reimbursable service.
5	Please clarify – if there is unplanned maintenance to NASA supplied systems or structure, will this be covered by the annual allocation or will it be an add-on charge?	Attachment B, Article IV, Paragraph 1, pg. B.8 and Article VI Paragraph 1.c, pg. B.11		Yes, the HB2 Rate includes facility variable and corrective maintenance (unplanned and planned).

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6	The announcement references having to pay NASA for services such as security clearances. Please provide the complete list of services we must receive from NASA (mandatory NASA services) and the estimated charges not included in the annual common allocation.	Attachment B, Article IV, Paragraph 3, pg B.9 and Article VI, Paragraph 1.c, pg. B.11		<p>Additional Reimbursable Institutional and Demand Services, that would be required to be procured from NASA KSC, include Partner requested:</p> <ul style="list-style-type: none"> • Badging and background checks • Additional Protective Services support (e.g. dedicated fire, armed security, and security escort) • Outage and Switching Support • Specialized Employee Training (e.g. SCAPE, ELSA) • Crane and door operations in the VAB • Connectivity to NASA’s copper or fiber transmission/distribution systems • Locksmith Services • Facility modifications engineering or meeting support • Discharge of non-domestic waste water • Ordnance storage on KSC • Crawler transporter operations to move an MLP <p>Pricing of these requested services would vary with Partner requirements and the KSC Contractor providing the service. The costs will be estimated per Partner requirements in advance (via a Task Order Request) and billed in accordance with the terms of this or other applicable agreements.</p>
7	What does “shall be paid final” mean?	Attachment B, Article VI, Paragraph 1.b, pg. B.11		Paid final means that the HB2 Rate will be paid in advance and not adjusted based on actual cost following the period. (Very similar to annual fixed cost.)

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8	Is it the intent that the waiver extended by the Partner to its Related Entities be the same waiver as the one Partner agrees to give to NASA? If so, will the last sentence in paragraph 1.a. be changed to reflect the same waiver wording as that found in the first sentence of paragraph 1.a.?	Attachment B, Article VIII, Paragraph 1.a, pg. B.14	"Partner shall extend this unilateral waiver to its Related Entities by requiring them, by contract or otherwise, to waive all Claims against NASA, NASA's employees, NASA's Related Entities, and employees of NASA's Related Entities for injury, illness, death, damage, or losing arising from or related to activities conducted under this Agreement."	Yes. The wording of the last sentence of the paragraph will be changed to match the wording of the first sentence of the paragraph.
9	What is the intent/approach to the pro-rated nature of Partner's building occupancy regarding insurance? Is Partner expected to insure the entire building or just the portion they occupy? What does the Full Replacement Cost encompass? Will a defined dollar limit on property insurance be considered, similar to the FAA limit of up to \$100M?	Attachment B, Article VIII, Paragraph iv, pg. B.15	"Partner shall maintain property insurance..." "The amount of such insurance shall be the Full Insurable Replacement Value."	Under this clause Partner is expected to maintain property insurance for the entire building for the term of the agreement. Full Replacement Cost is used in the same way it is traditionally used in the insurance industry: the cost to replace the property on the same premises with other property of comparable material and quality used for the same purpose.
10	What is meant by a "guaranteed amount" or "stipulated amount" endorsement?	Attachment B, Article VIII, Paragraph iv, pg. B.16	"...and shall include a "guaranteed amount" or "stipulated amount" endorsement of coverage in lieu of a coinsurance provision under the policy."	These terms are used in the same way they are traditionally used in the insurance industry: The insurer must guarantee that it will pay a certain amount rather than permit the insured to financially bear a portion of a liability through coinsurance.

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11	Is it the intent of this Article to say/mean any damage by fire or other casualty during the Term <u>if caused solely by Partner</u> ? If no, please elaborate.	Attachment B, Article XXI, Paragraph 1, pg. B.26	"If the VAB, or any part thereof, is damaged by fire or other casualty during the Term..."	Yes. The wording will be amended to make clear that Partner is responsible for damage or destruction caused only as a result of Partner activities.
12	This section neglects to mention the party who caused "damage or destruction". Is this intentional?	Attachment B, Article XXI, pg. B.26		No. The wording will be amended to make clear that Partner is responsible for damage or destruction caused only as a result of Partner activities.
13	Should "Paragraph 5.4" be written as "Paragraph 6"?	Attachment B, Exhibit C, Paragraph 5, pg. B.49		No
14	Will NASA safety have authority over industrial/commercial operations? Will we be charged for this?	Attachment B, Exhibit E, pg B.53		The Partner is responsible for controlling their hazards in accordance with OSHA and agreement requirements while NASA implements reasonable care responsibilities to identify and control residual, partner hazards to multi-users throughout the VAB. References to reasonable care responsibilities are stated in OSHA's multi-employer citation policy. Partners are not charged for NASA's reasonable care responsibilities.
15	Our business case may be impacted by unavailability of the high bay due to SLS (or other NASA exclusions). The NASA schedule for SLS and the times of VAB exclusion appears to be very uncertain. Can NASA clarify when we will not have access? The announcement appears to say that we are totally at risk without recourse.	Attachment B, Exhibit F, pg B.55 and Industry Day Briefing, Chart 22		Selected VAB HB2 user will have continuous access to the VAB HB2 except when active hazardous commodity processing activities are occurring. NASA intends to perform these activities on single daily TBD shift enabling Partner activities to occur on other shifts. If the Government and Partner hazardous commodities exceed the facility siting, then the conflict will be on a per flow. The current SLS planning (subject to change) that may impact HB2 activities is approximately 14 shifts spread out between February to May of 2018, and another 14 shifts each year beginning in 2021. NASA will do its very best to accommodate Partner's requirements, however, NASA will have the choice to exercise their priority.

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16	Is a KSC Record of Environmental Consideration available for MLP3?	Attachment C, pg. C.1		No. However, Turnover Environmental Condition Assessments are available for MLPs 2 and 3, and an Environmental Aspects Review is available for MLP 1. These documents will be provided in NAIS / FedBizOps.
17	To what document does "Section 2b" refer?	Attachment C, Paragraph 4, pg. C.1		The Attachment C, Paragraph 4 references NASA Form 893, Section 2b. pgs. C.6-8
18	What is intended wording of the second sentence?	Attachment C, Paragraph 12d, pg. C.3	Partner will make arrangements with the NASA Property Disposal Officer for pickup of that equipments shall make arrangements with the NASA Property Disposal Officer for delivery of such removed property and, as reasonably directed by NASA, deliver said property to a location designated by NASA.	Second sentence should read: "Borrower shall make arrangements with the NASA Property Disposal Officer for pickup of that equipment or make arrangements with the NASA Property Disposal Officer for delivery of such removed property and, as reasonably directed by NASA, deliver said property to a location designated by NASA."
19	We were told that LC-39B would be made available to the VAB HB-2 winner. Will this winner have to compete for LC-39B or will an agreement be made available without a proposal?	Industry Day Briefing, Chart 20		LC-39B is considered a multi-user facility and will be available to a selected VAB HB2 user (not requiring further competition) under a separate reimbursable services agreement on a non-interference basis with NASA Programs. Terms and conditions for commercial use of LC-39B, including how specific requests will be scheduled and prioritized, are not established at this time.

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20	Must the VAB winner compete for use of LC-39C?	Industry Day Briefing Discussion		LC-39C is considered a multi-user facility and will be available to a selected VAB HB2 user (not requiring further competition) under a separate reimbursable services agreement on a non-interference basis with NASA Programs. Terms and conditions for commercial use of LC-39C, including how specific requests will be scheduled and prioritized, are not established at this time.
21	Must we pay for NASA review of our stand-alone systems we might bring into the VAB?	Industry Day Briefing Discussion		NASA mandatory review and approval of stand-alone systems brought into VAB for compliance of code and applicable standards is provided at no additional cost. However, Partner requested additional reviews are considered a reimbursable service.
22	Will foreign nationals be allowed in the VAB when SLS/Orion is there?	Industry Day Briefing Discussion		Yes, in accordance with NPR1600.1a.
23	Our use would be on a campaign type model and requires only a small floor space footprint (but high elevation). Are there options for less than an annual full bay use agreement?	Industry Day Briefing Discussion		Options for less than an annual full bay use agreement will be considered with supporting concept of operations.
24	What is NASA's protocol for protecting the identity of the responders during this process?			Responders' identities are protected using NASA Sensitive But Unclassified (SBU) procedures in accordance with NID-1600.55.
25	At what point in the process must the identification of the responders and awardees be made public?			Responder(s) and awardee(s) are made public following the selection.
26	Will we receive the source selection statement?			The source selection statement will be released via NAIS and FedBizOps