AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. Amendment 1

3. EFFECTIVE DATE 09/27/2016

4. REQUISITION/PURCHASE REQ. NO. 4200584385

5. PROJECT NO. (If applicable)

6. ISSUED BY NASA/Johnson Space Center
   CODE JSC

7. ADMINISTERED BY (If other than item 6)
   CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
   ☑ NNJ17584385R
   ☑ 9B. DATED (SEE ITEM 11)
     09/27/2016
   ☐ 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 0 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 ACKNOWLEDGMENT 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 your 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(p).
   ☐
   ☐
   ☐
   ☐
   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.)

Please see attached pages for the description of this Amendment to Request for Proposal (RFP) NNJ17584385R.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Miyoshi J. Thompson

16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

MIYOSHI THOMPSON

16A. UNITED STATES OF AMERICA

Digital signature by MIYOSHI THOMPSON
09/27/2016

(Signature of person authorized to sign)

STANDARD FORM 30 (REV. 10-83)

NSN 7540-01-152-8070

Previous edition unusable

Prescribed by GSA FAR (48 CFR) 53.243
The purpose of this amendment is to 1) Upload Questions and Answers 1-13 from the Final RFP, and 2) To update the following sections of the Final RFP: Section J Attachment J-1, Section L, Section L-2A, L-2B, L-2C, L-2D, L-2G. These documents have been uploaded in Track Changes mode.

**Section J Attachment J-1**
- APPENDIX B. Small Business Subcontracting Plan and Reports DRD Part (vi) is amended to delete the reference to paragraph (a) (2).
- APPENDIX B Commercialization Approach DRD Section A 8 is deleted.

**Section L**
- Table L-2: Overview of Proposal Volumes, Page Limitations, Copies, and Format Part III is amended to clarify the Items Excluded from the Page Limit.
- TABLE L-3: Proposal Reference Matrix is amended to correct the Title/Reference for CLIN 2A-Engineering FFP from L-2E to L-2C.
- L.17.4 VOLUME I – TECHNICAL/CONFIDENCE FACTOR Part (a) TA1: Specific Technical Understanding and Resources is amended to add Part (i).
- Table L-4: Representative IDIQ TOs, TO-03 ISS Commercial Refrigerator/Freezer is amended with the correct Reference Attachment.
- L.17.4 VOLUME I – TECHNICAL/CONFIDENCE FACTOR Part TA2: Commercialization Approach is amended with a formatting edit to include (i).
- L.17.5 VOLUME II - COST/PRICE FACTOR (d) Pricing Methodology Number 3. Cost/Price Proposal Organization is amended to reference the correct Attachment, from Attachment L-8 to Attachment L-3.
- L.17.6 VOLUME III - PAST PERFORMANCE FACTOR Part (a) is amended with clarification language.
- L.17.6 VOLUME III - PAST PERFORMANCE FACTOR Part (e) is amended with clarification language.

**Section L Attachment L-2A**
- Section 7.0 GOVERNMENT FURNISHED PROPERTY (GFP) is amended with a formatting change.

**Section L Attachment L-2B**
- Section 10.1 TOP MINIMUM CONTENTS Part 2 e. is amended with clarifications to the existing language and an added note.

**Section L Attachment L-2C**
- The title is amended to change from ISS Galley Refrigerator/Freezer (GRF) to ISS Commercial Refrigerator/Freezer (CRF), and all references to the title are updated throughout.

**Section L Attachment L-2D**
- Section 2.0 Requirements Part 2 is amended to change “day” to “hour.”

**Section L Attachment L-2G**
• Section 1.0 Introduction is amended to correct the referenced Attachment from Attachment 3 to Attachment 2.
• Section 10.1 TOP MINIMUM CONTENTS Part 2 e Proposed Technical Approach is amended with clarifications to the existing language and an added note.
Questions and Answers

Q1: RE: REMIS-TO-06, Section 2.0, Table 1, CLIN: P/N 683-56836-281: Table 1 on Drawing 683-56836, provided in support of the referenced CLIN, includes a column titled "SUPPLIER PART NO.". Does an entry in this column suggest that the given part number in the first column is procured as a complete assembly comprised of the various component parts specified in the various other columns? If no, what is the significance of the "SUPPLIER PART NO." column? What supplier is associated with the various "115271-xxx" supplier part numbers shown in Table 1?

A1: The final RFP has been updated to clarify. Column 1 and 2 are associated with the current part number. Please refer to Section L, Attachment L-2F, 2.0 “Requirements.”

Q2: Regarding Task Order 6 (ISS Parts Purchase): Please provide additional detail on Part Number 96M52440-1 Portable Fan Assembly. To produce a high fidelity estimate for NASA, either a full set of requirements, or detailed specifications / drawings would be needed.

A2: This part was removed from the ISS Parts Purchase task order.

Q3: Reference DRD REMIS-SA-01 (Safety and Health Plan) Is the requirement for the S&H plan applicable only to work performed on a government facility or any work on the contract? If only occasional visits to a government facility are required (e.g. Technical Interchange Meetings) and the contractors place of work is offsite, is the NASA approved S&H plan required? The "First submission" requirements are confusing to us. It states First submission is per the RFP. Where is this found other in the description of the DRD?

A3: Yes, the Safety and Health (S&H) Plan is applicable only to work performed on a government facility. No, a S&H Plan is not required for only occasional visits to a government facility (e.g. Technical Interchange Meetings) and where the contractor’s place of work is onsite. The Safety & Health Plan is not required as part of the proposal submission. The final RFP has been updated to clarify. Please refer to Section J, Attachment J-1, DRD REMIS-SA-01, 10. “First Submission Date.”

Q4: H.A.6 Is all technical information developed through this contract NASA data? A seven month before use requirement to request NASA apply for an export license will probably not support task order schedules. This essentially eliminates foreign participation in our team (when foreign cooperation appears central to future LEO expansion). Are there solutions to allow us to pre-position our own export licenses for our foreign partners?

A4: The data rights clause states that the Government has unlimited rights in data first produced in the performance of the contract, which would include technical data. “Unlimited rights” is defined as “...the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.” How companies staff and how the Offerors partner (including with foreign nationals and with companies outside the United States) is a business decision. This procurement is to award to U.S. Companies. See FAR PART 25 Foreign Acquisition for any restrictions.
Q5: Task Order Process. Is development of a response to a competed task order chargeable to the contract?
A5: No, it is not chargeable to build a proposal to a TO. Offerors will not be reimbursed for TO proposal costs.

Q6: Commercial CLIN: Is NASA open to more commercial like activity (similar to COTS, CRS, and Commercial Crew)? NASA provides mandatory specifications and performance requirements and industry proposes a fixed price solution. Pre-set labor rates, commercialization plans, Total Compensation Plans, Administrative Leave Requirements, etc. are definitely not commercial and are driving this activity to the same level of complexity and built in cost and schedule impact as any other NASA prime contract. You have taken the step for transportation. We suggest you are ready for the same step on things that are much less hazardous and do not have the same programmatic (and national prestige) impact. Can a Commercial CLIN be added?
A6: It is the Government’s intent not to add additional CLINS at this time. NASA has made significant progress, as evidenced in the RFP, to reduce requirements for FFP CLINS.

Q7: Reference: Section L Attachment 2A paragraph 10.0 Regarding the use of the word include: The statement suggests the offeror include the commercialization approach of DRD REMIS-PM-01 in response to this task order. We assume that the Task Order response should stand alone and illustrate the use of the Commercialization Approach. If that is the case, consider a rewrite of the first sentence of 10.0 to: The Offeror’s task order plan shall include their approach to the requirements listed in this task order in accordance with the Commercialization Approach.
A7: The Government believes the language in 10.0 is clear to address what is expected in the response.

Q8: In the Final RFP, TO 3 changed from ISS External Hardware Storage Platform to ISS Galley Refrigerator/Freezer TO. Given the quick turnaround for this proposal delivery, would the government consider making either the ISS External Hardware Storage Platform TO or the ISS Galley Refrigerator/Freezer (GRF) TO an avenue to become certified in CLIN 2A? This is similar to the approach taken with CLIN 1.
A8: No; however NASA will update the RFP to ensure the reference to the TO title is consistent with the tables in Sections L and M.

Q9: In CLIN 4, Task Order 4, we understand that the EXPRESS Rack has 28 VAC power. Does the EXPRESS Rack have the ability to provide 120 VAC or VDC power?
A9: The EXPRESS Rack has 28 Vdc power, up to 560 W (20 A) for each connection. An ISS-provided 28Vdc-to-120Vac inverter can be connected to the EXPRESS Rack 28 Vdc connection to provide a standard 3-prong household outlet with 400 W of 120 Vac.

Q10: Task Orders Section L, Attachments 2A-2G Paragraph 10.1 1. Cost All of the Task Orders say in 10.1 1 Cost “Please follow the instructions in Section L for cost/price inputs as part of Volume II of your proposal.”, however in TO2 and TO7 Section 10.1 2 a., the offeror is asked to include cost in
the technical approach. (Proposed Technical Approach a." High level technical implementation concept including cost and schedule proposal for meeting the specific requirements...”) Please clarify.

A10: All cost/price data should be in response to Volume II requirements.

Q11: Task Orders Section L, Attachments 2A-2G Paragraph 7.0 It is understood the offeror must include the cost of using commercial facilities. It is unclear how to account for the cost of NASA facilities. If the offeror is proposing to use NASA facilities, is the offeror responsible for providing quotes for the costs of those facilities per TO2 and TO7 Section 10.1 2e “Any and all cost for test facilities (either NASA or Commercial) shall be included in the cost proposal” or will NASA make appropriate cost adjustments as stated in section 7.0 of the Task Orders?

A11: If the Offeror plans to utilize a NASA facility, the Offeror must specify such in their response to the Task Order requirements. NASA will make appropriate cost realism adjustments if NASA facilities are proposed. We will update TO 2 and TO 7 accordingly.

Q12: Section L17.5 Volume II Cost/Price Factor pg L-28 On page L-28 there is a reference to an Attachment L-8, however attachments end at L-4. Is there an Attachment L-8?

A12: No. The RFP will be updated to reference Attachment L-3 on page L-28.

Q13: Could you clarify how the Government will assess adequacy of an accounting system where Company X and Company Y plan on forming a Joint Venture (JV) in response to the solicitation and the planned JV intends to use Company Y’s approved accounting system "as-is" without tailoring? The question is, can a JV use one of the member company’s approved system "as-is" and be considered compliant to the RFP and eligible for award?

A13: A newly formed Joint Venture (JV) may propose an accounting system that is the same as a legacy system currently in use by one of the parties to the JV. This is a reasonable way to establish prior to award that the accounting system being proposed is adequate to receive a contract award as long as the system being proposed is, in all material respects, the same system that was previously determined to be adequate for determining costs applicable to a specific contract as required by Federal Acquisition Regulation (FAR) 16.301-3(a)(3). Any JV proposal that places reliance on the adequacy of a legacy accounting system to establish the adequacy of the accounting system being proposed should clearly state that the system being proposed is the same as the system that has already been determined to be adequate. This documentation should identify who (e.g. the agency, independent auditor, contracting officer, other party) determined the accounting system being proposed to be adequate and when that determination was made. In summary, an existing and adequate accounting system can demonstrate a proposed system is adequate for award so long as both accounting systems are the same.

However, if a newly created accounting system is proposed or if the system being proposed has not already been determined adequate, consistent with FAR 16.301-3(a)(3), the Contracting Officer may obtain additional information to determine its adequacy for contract award.

Following contract award, a more comprehensive post-award accounting system review may be conducted.