

ALICE General Questions and Answers Updated 8/18/2016

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Q29: Are foreign countries that will be eligible to participate in this procurement?

A29: ALICE is a 100-percent Small Business Set Aside, which will be assigned NAICS code 488190 with a size standard of \$32.5 million. Only entities meeting these requirements will be considered for award of this contract.

Q30-Q33 were previously posted on the ALICE website.

Q34: Due to ongoing buyouts of senior positions on the current CBAs industry's concern is that DynCorp and/or DynCorp teammate would have a competitive advantage in the staffing and pricing for this effort. Does NASA plan to provide industry with the latest staffing and seniority list, at RFP Release and any changes/amendments prior to RFP Submission date? If so, how will these changes be communicated to Industry?

A34: NASA will provide the best data available with the RFP which may or may not be different from the data contained in the draft RFP. Offerors may also contact the applicable representative listed in the CBA for details regarding seniority. Updates will be included in the Technical Library on the ALICE procurement website.

Q35-Q60 were previously posted on the ALICE website.

Q61: It is understood that only the incumbent will have access to the number of years of service for current CBA employees. Therefore, in an effort to "promote competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the Government (FAR 13.104)". Will the government consider adding the following language used by the government in similar RFP's? "All proposers, including the incumbent, are required to propose all labor at the minimum service level. A minimum level of service means that the offeror is only to propose on a

union employee at a basic wage level with having less than one year of service. An adjustment will be made after award to account for actual years of service and wages in accordance with the CBA.”

A61: Aggregate data will be provided in the Technical Library, and this suggested provision will not be included in the RFP.

Q62-Q72 were previously posted on the ALICE website.

Q73: Will the Government provide the seniority list and union demographics?

A73: See A34.

Q74-Q80 were previously posted on the ALICE website.

Q81: Cross Waiver of Liability for International Space Station Activities - There appears to be no cap on the liability; can NASA provide more information on this and what the liability limit is? Additional, please provide a list of the parameters that Prime, and its subcontractors, would be responsible for.

A81: This clause is a waiver of liability, therefore the contractor and the entities listed in the clause would not be liable to each other in any amount. It is intended to protect the contractor and reduce the contractor’s risk by preventing claims from these other entities. There is no cap on the waiver of liability, but the waiver of liability applies only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. Protected Space Operations is defined in paragraph (b)(7) of this clause. Note that paragraph (c)(4) limits the cross-waiver as not being applicable to “Claims between the Government and its own contractors or between its own contractors and subcontractors.”

Q82-Q94 were previously posted on the ALICE website.

Q95: The current RFP response period includes two Holidays (Labor Day and Columbus Day) and the current response due date of the 11th falls immediately after Columbus day (Oct. 10th) forcing out of town bidders to ship the proposal 4-5 days early. Please consider moving the RFP response due date to October 13th or 14th.

A95: The due date will be extended until 13 October.

Q96: Can major subcontractor's submit proposals directly to NASA for evaluation? This would allow major subcontractors to submit pricing to Prime for proposal purposes, but not submit detailed cost/pricing data.

A96: Subcontractors may submit data directly to NASA, as directed in the RFP. However, prime contractors are responsible to ensure that all documentation required by the RFP is submitted in accordance with the RFP instructions.

Q97: With the implementation of the new government management structure, and the Government taking on the lead role as maintenance manager, how does the Government intend to de-conflict daily/weekly prioritization of maintenance efforts? What is the recourse if the Government lead makes a poor decision that negatively effects contract performance (e.g. certain aircraft(s) not ready to support a particular mission)?

A97: The Government intends to work with the ALICE contractor in establishing maintenance priorities. The evaluation of contractor performance will include mitigating circumstances.

Q98: During the WebEx held to discuss the Cost Templates, offeror's were told we would receive both a revised package of Cost Templates, incumbent salaries, CBA seniority, etc. All of these are vital to the pricing efforts of offerors. Given the delay in receipt of these items, will the government consider an extension to 21 Oct 2016?

A98: See A95.

Q99: If issues arise with CBA-covered employees due to actions by the newly implemented Government management structure (independent of any Prime contractor actions), what will be the impact on the Award Fee evaluation criteria?

A99: The evaluation of contractor performance will include mitigating circumstances. The Award Fee Plan states that "the contractor shall provide a self-evaluation to the CO and COR within ten working days after the end of a performance period." Following the Government's evaluation of performance, the Contractor has the opportunity to respond.

Q100: H-16 clause 1852.228-76 Cross-waiver of liability for international space station activities. This clause seems to increase significant risk for the prime bidder. We read H-16 as requiring Contractor to waive any claim to liability against not only our USG customer, but also Governments of Canada, Governments of Member States of the European Space Agency, the Government of Japan, and

Government of the Russian Federation. So if Japan is flying one of our aircraft at one of our stations and crashes it with people on board or on the ground, or into property, or just damage the aircraft, we have waived our right to recover any damages from Japan if/when the Prime bidder gets sued. This cause waives direct, indirect, and consequential damages. Please provide an explanation of the breadth of contractor liability associated with this cross-waiver clause? Will NASA allow contractors to insure against this liability? And will NASA allow contractors to bill the government for the cost of the insurance for this liability?

A100: This clause is a waiver of liability, therefore the contractor and the entities listed in the clause would not be liable to each other in any amount. It is intended to protect the contractor and reduce the contractor's risk by preventing claims from these other entities. There is no cap on the waiver of liability, but the waiver of liability applies only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. Protected Space Operations is defined in paragraph (b)(7) of this clause. Note that paragraph (c)(4) limits the cross-waiver as not being applicable to "Claims between the Government and its own contractors or between its own contractors and subcontractors."

Contractors are free to make their own decisions regarding the purchase of insurance. To the extent the insurance is to cover a prudent legitimate risk not covered by the waiver, and the cost is a reasonable and allocable expense, then it may be allowable cost under the contract, depending on the specific facts in a given situation.

Q101: Award Fee Plan (page J-2-4): Section 3.1 is titled Fixed Fee Evaluation Procedures and discuss CPARS, corrective actions, etc. Assuming no major breach of safety or security as defined in NFS 1852.223-75, wouldn't the offeror be entitled to the full amount of the fixed fee value? Otherwise, it is not fixed fee. Why is there a need for Fixed Fee Evaluation Procedures? This appears to be a pass/fail, 0%/100% scenario

A101: Yes. The offeror would be entitled to the full amount of the fixed fee value if there is no major breach of safety or security as defined in NFS 1852.223-75. The fixed-fee evaluation procedure is necessary to determine if it is in the Government's best interest to return to an award fee method of evaluation.

Q102: RFP SF 33 Pg 1, Block 23.

- Reference is made to Clauses G.5 and G.6 in reference to submittal of invoices.
- Reference to Clauses G.5 and G.6 seem incorrect as they provide no guidance for submittal of invoices. Should probably be Clause G.15 SUBMISSION OF VOUCHERS FOR PAYMENT.

A102: The Standard Form 33, Block 23 in the RFP will be updated to reflect CLAUSE G.15 SUBMISSION OF VOUCHERS FOR PAYMENT.

Q103: RFP Letter Pg 2, last sentence of paragraph from previous page.

- Reference made to NFS Clause 1852.209-71, H.14 LIMITATION OF FUTURE CONTRACTING.
- Reference of this clause as Clause H.14 is incorrect should be H.17

A103: The Cover Letter in the RFP will be updated to reflect CLAUSE H.17 LIMITATION OF FUTURE CONTRACTING.

Q104: RFP Section B, Clause B.5, Pg B-7

- Clause B.5 FUNDING makes reference to Clause B.7 in reference to funding for JSC support.
- Reference to Clause B.7 in Clause B.5 is incorrect, should be B.6 1852.232-81 Contract Funding

A104: Section B, Clause B.5 in the RFP will be updated to reference Clause B.6.

Q105: RFP Section B, Clause B.9, Pg B-8

- Clause B.9 CONSIDERATION, ORDERING, AND PAYMENT makes reference to Clause H.14 as TASK ORDERING PROCEDURE.
- Reference in Clause B.9 to Clause H.14 is incorrect, should be Clause I.151 1852.216-80 TASK ORDERING PROCEDURE.

A105: Section B, Clause B.9 will be updated to reference Clause I.151, Task Ordering Procedure.

Q106: RFP Section B, Clause B.9, Pg B-8

- Clause B.9 makes reference to Clauses G.16 and G.20 for payment of vouchers.
- Reference in Clause B.9 to Clauses G.16 and G.20 is incorrect, should be Clause G.15. SUBMISSION OF VOUCHERS FOR PAYMENT.

A106: Section B, Clause B.9 will be updated to reference Clause G.15 Submission of Vouchers for Payment.

Q107: Page C-35, Section 4.5.4.3 paragraph 2) c) requires the scheduling of Contractor and Government personnel for Egress Familiarization refresher training every twenty-four (24) months.

- If this training is to be conducted by Contractor staff, is this workload already included in the government's staffing level estimates?

- How many Government personnel will require the training per year?

A107: Yes, the contractor will conduct the training. This workload is included in the Government's staffing level estimates. Please refer to Section 4.5.4.3, footnote 16 for number of personnel.

Q108: Page C-37, Section 4.6.1.2 requires the Contractor to:

- Ensure that all personnel supporting OCONUS deployments possess passports, obtain Visas, and participate in the Synchronized Pre-deployment and Operational Tracker (SPOT) letter of authorization (LOA) system under NASA sponsorship when required.
- Ensure that all personnel supporting foreign deployments participate in security briefings per NASA Procedural Requirement (NPR) 1600.1, NASA Security Program Procedural Requirements and NPR 1660.1, NASA Counterintelligence and Counterterrorism.
 - i. Do the words "all personnel" include Government employees?

A108: No. The SOW will be revised to clarify that this requirement applies only to contractor personnel.

Q109: Page C-43, Section 5.2 requires the Contractor to provide Project managers for managing and executing projects with matrix support from other contract elements in this SOW. There do not appear to be any Project managers in the Attachment L-1 Resource Planning Document.

- Please clarify the staffing requirement for Project managers?

A109: There is no requirement for project managers at contract start.

Q110: Page C-46 Section 5.6. paragraph 2) requires the Contractor to identify, provide, and coordinate Liaison Officer activities. There do not seem to be any Project managers in the Attachment L-1 Resource Planning Document or the Section C SOW Appendix C – Personnel Requirements. Please clarify?

A110: There is no requirement for liaison officer activities at contract start.

Q111: Page C-47, 5.7.1 paragraph 4) a. requires the Contractor to perform duties identified in NPR 7900.3, Aircraft Operations Management.

- Please clarify if the Contractor is expected to perform all of the NPR 7900.3 duties or will the Government perform some of these duties.

A111: No, the Contractor is not expected to perform all of the NPR 7900.3 duties. The Government will delegate many of these duties to the Contractor. These duties must be performed in accordance with NPR 7900.3. The Government will perform some of the duties described in NPR 7900.3.

Q112: Page C-47, Section 5.7.2 requires the Contractor to provide personnel to support DOD sponsored WB-57 missions in OCONUS locations.

- Does the WB-57 staffing in Attachment L-1 Resource Planning Document include this requirement?
- If not, please provide assumptions for Contractors to use to develop the staffing and pricing response for this requirement.

A112: Yes, Attachment L-1 Resource Planning Document provides the resource requirement at contract start.

Q113: RFP Section I, Clause I.144 – 52.244-2 Subcontracts, Pg I-11

- Clause I.144 52.244-2 SUBCONTRACTS, paragraph (d) states that “Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: **subcontracts in excess of \$100,000,000.**”
- Please verify the \$100,000,000 number. Should it be \$100,000.00 and not \$100,000,000.00?

A113: Section I, Clause I.144 of the RFP will be revised to reflect \$100,000.

Q114: Section J, Attachment J-1 – JSC Data Requirements Description, DRD-M15 Scope references five Compensation Templates (a) through (e). Attachment L-4 Cost Template shows templates titles (a), (b), (c), (d).

- Please clarify if the Incumbency Assumptions should be TC(d) vice TC(e) and that TC(e) should be matched with the Cognizant Audit Office Template.

A114: Section J, Attachment J-1 JSC Data Requirements Description, DRD-M15 Scope will be revised to reflect compensation templates TC(a) through TC(d).

Q115: Attachment L-1 – Resource Planning Document, slide #13, does the government wish to price one Super Guppy Flight Engineer at fulltime or as a casual part-time employee? If part-time, how many hours should be priced?

A115: Section L, Table L.37.5-3 reflects the requirement for one full-time flight engineer.

Q116: Attachment L-1 Resource Planning Document, slide 14 identifies several positions as “casual employees.”

- Please clarify “casual employees.”

- Please provide the GFE for the number of annual hours for each casual employee.

A116: RFP Attachment L-1, Resource Planning Document will be revised to indicate that a casual worker is an individual working on an as needed basis for an estimated 250 hours per year.

Q117: Attachment L-1 Resource Planning Document, slide 14 identifies the labor title “Senior Designer”. Section C – SOW, Appendix C does not have this title, there is only a “Designer”

- Please clarify the correct labor title.

A117: RFP Section C – SOW, Appendix C will be revised to indicate the correct SLC of “Designer, Senior.”

Q118: Attachment L-1 Resource Planning Document, slide 9 identifies the labor title “Logs and Records/Admin Spt”. Section C – SOW, Appendix C does not have this title.

- Please clarify the correct labor title.

A118: RFP Section C – SOW, Appendix C will be revised to indicate an SLC of “NAMIS Application Administrator.” Attachment L-1 Resource Planning Document, slide 9 will be revised to remove “Logs and Records/Admin Spt” and add “NAMIS Application Administrator.”

Q119: Attachment L-1 Resource Planning Document slides do not show the following labor titles listed in Section C SOW Appendix C: Chief Engineer, Aviation Safety Office; Designer; Documentation Specialist; Duty Officer; Loadmaster; Occupational Safety and Health Specialist Lead; Project Pilot; Sensor Equipment Operator; Test Director; and Training Specialist.

- Please clarify if the Section C SOW Appendix C Personnel Requirements titles are excess or should be included in Attachment L-1 Resource Planning Document.

A119: Attachment L-1 Resource Planning Document will be revised to indicate appropriate SLCs for all labor categories required at contract start.

Q120: Section L, Table L-2: Overview of Proposal Volumes, Page Limitations, Copies & Format, Page L-15 states that there is a page limit of 105 pages for the Management Approach (MA1, MA2, and MA3). Further, Paragraph L.37.1 on Page L-18 states that for MA1, MA2, and MA3, “The Offeror shall provide each DRD as a separate, self-contained, and standalone document,” with the DRDs being the following:

- DRD-M01 Management Plan
- DRD-M17 Key Personnel
- DRD-M08 Labor Relations Plan

- DRD-M15 Total Compensation Plan
- DRD-M13 Contract Phase-In Plan

In developing these plans as separate, self-contained, standalone documents, each would have its own front matter consisting of a cover page, table of contents, list of figures and tables, record of changes, etc., which would appear to count against the 105-page limit.

- a. Please clarify if the administrative front matter for each DRD listed above will count against the page limit for the Management Approach.

A120: Yes. Administrative front matter for each DRD listed above will count against the page limit for the Management Approach. RFP Section L will be revised to increase the page limit. Compensation plans are not page limited.

Q121: Attachment J-2 – Fee Distribution Plan

- a. Para 1.0 states “Should the Government choose to evaluate performance under Fixed Fee as opposed to Award Fee, this decision will be made no later than 45 calendar days into a fee evaluation period.” Additionally, Appendix 1 provides subjective adjective ratings and descriptions.
 - i. Please clarify the metrics NASA will use to determine the switch to/from Award Fee and Fixed Fee. Please clarify the metrics and the levels at which the switch occurs.
- b. Para 2.4 addresses “Special Areas of Emphasis” which will have specific metrics.
 - i. Please give an example of a “Special Areas of Emphasis” and how the Award Fee might be changed.
- c. Appendix 2, page J-2-2, first sentence. Please verify “...Clause B.2.1” should be “... Clause B.3.1”

A121: There are no metrics used for the switch. The use of the award fee or fixed fee for this contract is at the Government’s discretion and the transition will be made when it is in the best interest of the Government. Examples of special areas of emphasis with potential metrics may include: overdue training, unfilled vacancies, and timeliness of response to the Contracting Officer. The Government may unilaterally change the evaluation criteria and weightings prior to the beginning of an award fee evaluation period. Cost performance weightings shall not be less than 25%. RFP Section J, Appendix J-2 will be revised to reflect Clause B.3.1.

Q122: Section G, page G-1, Para G-5 (b) states” Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period.”

- a. Because this is a Small Business Set-Aside, recommend the award fee be made available during the first 6 month period of performance.

A122: RFP Section G, Para G-5 (b) will be revised to reflect a 4 month period of performance for the first period. Refer to G.5 (f) for provisional payment of award fee.

Q123: Section B.3.1, page B-2 under the column title “Maximum Award Fee” states that the “total maximum award fee will be determined upon issuance of task orders.”

- a. Please clarify if the maximum award fee will be tied to the total IDIQ contract value.

A123: The maximum award fee will be tied to the Baseline and the active IDIQ task orders.

Q124: Section C-SOW, page Appendix C-3 has a position description for a “Chief Engineer, Aviation Safety Officer” (Exempt). This position is not listed in Attachment L-1 – Resource Planning Document.

- a. Please clarify if the “Chief Engineer, Aviation Safety Officer” position should be part of Attachment L-1- Resource Planning Document.

A124: See A119.

Q125: L-4 Cost Templates, IDIQ Summary Cost Template (ISCT- SR JSC) shows 200,770 productive hrs/yr based on 1860 for 1 FTE. Equates to 107.94 FTE. The number of FTEs in Attachment L-1 Resource Planning Document does not match the number in the ISCT-SR JSC table. For example, the ISCT-SR JSC table does not appear to include any of the Contractor Logistics positions.

- Please clarify the correct numbers.

A125: The number of personnel identified in Attachment L-1 includes 7 casual worker positions (see A116). These casual positions combined equate to 0.94 FTE. There are 107 IDIQ FTE positions plus these 7 casual worker positions. Contractor Logistics, Quality, and Safety are Baseline activities not included in IDIQ templates.

Q126: L-4 Cost Templates, IDIQ Summary Cost Template (ISCT- SR ELP) shows 53,940 productive hrs/yr based on 1860 for 1 FTE equates to 29 FTE. Attachment L-1 Resource Planning Document shows only 28 FTE counting the FOL Depot Supervisor. It appears that the ISCT-SR ELP may include the NDI technician in the mechanic rows.

- Please verify the ISCT-SR ELP productive hours.

A126: The templates will be updated.

Q127: G.5 – 1852.216-76 Award Fee for Service Contracts (April 2012) (d) – Clause indicates that KO may direct the withholding of fee not to exceed 15% of the contracts potential award fee or \$100,000 whichever is less. Does the KO intend to withhold fee? At what level? Since NASA has the ability to transition back and forth between award and fixed fee by evaluation period, will NASA consider not withholding fee at all, as the withholding only applies to award fee?

A127: Yes, the Government intends to withhold either 15% or \$100,000, whichever is less, in accordance with the clause.

Q128: Attachment J-2 –Fee Distribution Plan – Appendix 2. Header (RFP #, Contract Name, and Attachment #) are incorrect. Please update with appropriate NASA ALICE and Attachment information.

A128: RFP will be revised to correct incorrect information.

Q129: Attachment J-2 –Fee Distribution Plan – Please provide an example of how the award fee score is applied to the authorized cost and pools to calculate fee earned.

A129: An example might be, if the award fee pool is \$100,000 and the award fee score is 90, the calculated amount of the award fee is \$90,000.

Q130: Section J, Attachment J-1 – JSC Data Requirements Description, DRD-M13, Contract Phase-In Plan, 8.c.i.2 states that the offeror should provide a “process flow chart to illustrate actions and utilization of the phase-in period including informing NASA of milestone status.”

- Will the Government accept a detailed Phase-In integrated master schedule (IMS in MS Project format) in lieu of a process flow chart? If not, please clarify or provide examples of acceptable process flow charts.

A130: No. The Government requires a process flowchart in DRD-M13. An example of an acceptable process flow chart might be a printed MS Project Schedule.

Q131: G.4 G-1 What mechanism is available to appeal the fee determination? Will NASA provide current appeal process with Final RFP?

A131: RFP Section J, Appendix J-2 details the award fee appeal process.

Q132: H.12 H-3 to H-4 what is reasonable notice for movement of personnel and facilities?

A132: The Government has not established an absolute reasonable notice period, it is situationally dependent.

Q133: Attachment J-1 8 of 21 Does NASA intend to invoke their Athena flat file reports ?

A133: Yes. RFP Section J, Attachment J-1, DRD-M05 details the flat file requirements.

Q134: Cost Template Tab TRST-CF Cost Template Tab TRST – CF: Assumes the same productive manyear calculation for all employees. The productive man year can vary between CBA, SCA, and Exempt/Non-Exempt employees depending up the leave accrual schedules. Do offerors have the flexibility to assign hours to the FTE by labor category as opposed to multiplying all FTE by one fixed productive manyear for all labor categories? If not, can multiple man years be added at the top of TRST – CF to be used in the calculation of hours by labor category?

A134: Offerors have the flexibility to assign hours to FTEs by labor category that reflect the total team’s definition of one FTE for a particular labor category. Note that the team (prime and sub(s)) must establish as a unit the definition of what is an FTE per labor category.

Q135: With the newly proposed Government-led management structure, this seems like it would have an adverse effect on the clarity of the evaluation criteria for an Award Fee type of contract. Based on this new management structure would the government consider a Cost Plus Fixed Fee type of contract?

A135: No, at contract start, the contract type is defined in Section B.8. However, the Government has the option to switch between award fee and fixed fee. See Section J, Attachment J-2.

Q136: DRD-M08 "In the ""Labor Relations Plan"" bidders are asked to respond to the following CBA/Non-CBA Job role scenario: 'Describe how the CBA will give the ALICE Executive Manager the flexibility to move qualified staff between quality production inspector and maintenance positions without loss of benefits or security (e.g. inspector to aircraft mechanic to inspector) as long term needs dictate.'

1) NASA-JSC is asking bidders to respond to how the CBA (which most bidders have no active relationship with) will allow our ExecMgr to transition CBA employees to fulfill a role of a non-exempt/non-CBA employee and vice versa. How does JSC expect bidders to speak for the CBA when the local Union lodges are not willing to talk to bidders prior to award? And is NASA aware of any other CBAs that would allow a non CBA employee to work CBA job duties and also CBA employees to work job descriptions not currently listed in the agreed upon CBA? If so, can you please identify the CBA that would allow Bidders to make better CBA assumptions given there are no open communications with the local Unions at this time?

2) Also, isn't there a conflict of interest of having a mechanic switch roles and then be an inspector inspecting his/her work or his peers work?"

A136:

(1) The Labor Unions have expressed a willingness to communicate with potential offerors. The Government is not aware of any other CBAs that would allow a non CBA employee to work CBA job duties and also CBA employees to work job descriptions not currently listed in the agreed upon CBA. DRD-M08 Language will be revised to clarify the requirement.

(2) Inspectors are not allowed to inspect their own work. The Government does not see a conflict of interest. The Government envisions these role changes to be long-term (months).

Q137: Section C; Appendix C, Page C-11 Quality Control Inspector - Does NASA-JSC envision this Job role/description be further negotiated with the Union and added to the CBA job descriptions to support the ability to for mechanics and inspectors to support both roles? (Ref: DRD-M08)

A137: This solution appears workable; however, the Government will not dictate the solution.

Q138: Section E.4, Page E-1 Section E.5 NFAR 1852.246-73 - Human space Flight Item (Mar 1997): Will NASA consider removing this clause? If not, will NASA explain how this clause is applicable to this program?

A138: Yes. This clause will be removed from the RFP.

Q139: Section F.7, Page F-3 In Option I, There is reference made to Clause F.4 entitled "PERIOD OF PERFORMANCE", shouldn't this Reference F.5 and not F.4

A139: Yes, RFP Section F, will be revised to change F.4 to F.5.

Q140: Section F.7, Page F-3 Shouldn't the period of performance for Option 1 be 1 Oct 2018 – 30 September 2020? (ref L.34)

A140: No, the period of performance will always start on June 1, 2017. Exercising an option extends the period of performance end date. The Government must exercise the contract option to extend the period of performance.

Q141: Section F.7, Page F-4 Under Clause I.138(a), Option 1 orders issued should be from 1 Oct 2018 – 30 Sep 2020 ... Correct?

A141: See answer A140.

Q142: Section F.7, Page F-4

In Option 2, There is reference made to Clause F.4 entitled “PERIOD OF PERFORMANCE”, shouldn't this Reference F.5 and not F.4.

A142: Yes, RFP Section F, will be revised to change F.4 to F.5.

Q143: Section F.7, Page F-4 Under clause I.138 ORDERING paragraph (b) - should read “from 1 October 2020 through 31 May 2022 ... Correct?

A143: See answer A140.

Q144: Section J-7, Page 2 of 10 Will a 533 be required from Major Subcontractor to Prime or will Prime just need a report of subcontractor costs to plug into their prime-level 533?

A144: Work at LaRC will be accomplished via a standalone, separate task order and will be reported directly to LaRC. It will not be a part of the 533 delivered to JSC.

Q145: Section H.6, Page H-1 H-6 clause 1852.228-71 Aircraft Flight Risks states the Contractor is liable for damage, loss, destruction of a/c unless flight crew members have previously been approved in writing by PCO. Paragraph (c)(1) of the clause states that if any aircraft is damaged, lost, or destroyed during flight and the amount of the damage, loss, or destruction exceeds \$100,000 or 20 percent of the estimated cost, exclusive of any fee, of this contract, whichever is less, and if the Contractor is not liable for the damage, loss, or destruction under the Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause of this contract or under paragraph (a) of this clause, an equitable adjustment for any resulting repair, restoration, or replacement required under this contract shall be made (i) in the estimated cost, the delivery schedule, or both and (ii) in the amount of any fee to be paid to the Contractor, and the contract shall be modified in writing accordingly. Is the Contractor responsible for the first \$100K even when it is not responsible for the damage, loss, or destruction?

A145: This question is fact specific and while we encourage you to seek your own counsel on interpreting this clause, we direct your attention to paragraph (a) of this clause.

Q146: Section I, Page I-4 "Bidder ask that NASA remove clauses I.66 52.223-12 (Refrigeration Equipment and Air Conditioners) and I.67 52.223-15 (Energy Efficiency in Energy-Consuming Products) from this RFP. These clauses do not apply to the services being provided.

But if NASA does keep I.66 - is there a need to reference the updated FAR 52.223-12 that was updated on June 2016 (supersedes the May 1995)."

A146: These are required clauses. Government includes these clauses as they may apply to material purchases. RFP Section I, Clause I.66 will be revised to reflect June 2016.

Q147: Section I, Page I-5 Clause I.82 52.229-10 State of New Mexico Gross Receipts and Compensating Tax does not apply to this contract and should be removed.

A147: The clause will remain. See FAR 29.401-4(b). The Forward Operating Location in El Paso is likely to do business with entities in New Mexico.

Q148: Section L.37, Page L-40 On page L-40 under numeral 5, the 4th paragraph under sub-para (a) Overhead Template (OHT), The Government does not require or mandate that we propose indirect rate ceilings. However, if proposed, the template includes an area for overhead ceilings and they must be included in section B of the Model Contract. This can be interpreted as a "cap" on indirect rates on a cost-type contract. Is that NASA's intent; to cap indirect rates?

A148: It is not NASA's intent to cap indirect rates.

Q149: "Award Fee Plan Section 2.5" J-2-3 What weighted average does each of the conditions listed in item 1 breakout to make up the 75%

A149: The Government has not established a weighted average for each of the conditions listed in item 1 breakout.

Q150: "Award Fee Plan Section 3.0" J-2-4 Will the government provide a definition or criteria of "performing in an excellent manor" what constitutes performance in an excellent manner?

A150: An award fee score greater than 90 equates to performance in an excellent manner. Refer to RFP Section J, Attachment J-2, Appendix 1.

Q151: The Award Fee Plan states the Government has sole discretion to switch between award fee and fixed fee. However, the Cost Templates do not provide a place to provide fixed fee rates/dollars (with the exception of LaRC which is specifically designated as a fixed fee task order). Should NASA choose to evaluate performance under Fixed Fee as opposed to Award Fee, is it NASA's intent to convert the Award Fee Pool to a Fixed Fee Pool? If not, how will the fixed fee value presented in Appendix 2 be determined?

A151: The RFP Section H, Clauses H.40 and H.41 will be added to address this.

Q152: Section C – SOW – Paragraph 9.5.3 Local Purchase, Bullet 1) states that the Contractor shall, "Utilize AOD Form 1307, Purchase Request Worksheet, for approval to purchase equipment, supplies and services, including fabrication, training, and sub-contracting to support the AOD mission. Refer to AOD 33978, Purchase Request, for additional guidance."

- Can the Government please provide access to AOD Form 1307 and AOD 33978?

A152: AOD Form 1307 and AOD 33978 will be added to the technical library.

Q153: Section C - SOW, Paragraph 4.2.2 Executive Manager, page C-27 2) states "[Executive Manager will] Have full authority to act for the Contractor on all matters relating to this contract." Additionally, Section C – SOW, Paragraph 9.5 Acquisition, page C-76 states "The Contractor's acquisition team shall be located at Ellington Field, Houston, TX. Additionally, all procurement authority should reside at Ellington Field."

- a. Any corporate entity, particularly a small business, has legal and financial limitations that impact bank line(s) of credit and/or cash flow. Is there a dollar threshold value that would satisfy the procurement needs on the contract, above which higher level approval (above the Executive Manager) would be acceptable in order to ensure no commitments are made without consideration of these factors? If so, would a 24-hour response time for these above-threshold approvals be considered acceptable? Can this same process be applied for the LaRC Team Lead?
- b. For situations involving large government-approved procurement activities, would the government accept mid-cycle billing

A153: Yes. RFP Section C, paragraph 9.5 will be revised to include the following: "Contractor procurement authority under \$100,000 shall reside at Ellington Field. For procurements exceeding \$100,000, Contractor approval authority shall be obtained within 24 hours."

Currently, all LaRC purchases are done at Ellington Field.

For cost vouchers, the government will accept 2-week billing. Vouchers for fee will be paid monthly.

Q154: The GRE for El Paso IDIQ states different labor categories than the CBA with El Paso. This same table also calls out labor categories that do not exist in the current CBA. Should this table better align with the actual negotiated rates for the El Paso CBA?

A154: RFP Section L, Table L.37.5-5 will be revised. It contains Exempt, Non-Exempt (Non-CBA or Service Contract Act), and Non-Exempt (CBA) positions. Attachment L-1 Resource Planning Document, Section C Appendix C, and Tables in L.37.5 should be mappable and consistent.

Q155: Attachment L-4 , IRAP TAB, has two cells mislabeled (E286 and E388). E286 should be "Purchasing Agent II Composite" and E388 should be "Warehouse Specialist Composite"

A155: The cells on the template are correct.

Q156: Table L.37.5-5 calls out a "Administrative Support II" however, the CBA for El Paso does not include a negotiated job classification for and "Administrative Support II". And if you look at the "Appendix C - Personnel Requirements" the associated CBA job classification for "Administrative Support II" is listed as a "Data Management Clerk" which is also absent from the El Paso CBA.

A156: RFP Section C, Appendix C will be revised to correct inconsistencies. Personnel may be Exempt, Non-Exempt (Non-CBA or Service Contract Act), or Non-Exempt (CBA).

Q157: Table L.37.5-5 references "SLC FOL Depot Supervisor. "Appendix C - Personnel Requirements" references Labor Category Forward Operating Location (FOL) Supervisor. What is the correct L/C name?

A157: The RFP Section L, Table L.37.5-5 will be revised to correct inconsistencies.

Q158: Looking specifically at the CBA/Maintenance FTEs at Ellington, Sec. L Table 37.5.2 and Sec. L. Table 37.5.3, we count 75 FTEs (46 Aircraft Mechanic. III, 26 Aircraft Mechanic II, 1 Aircraft Mechanic and 2 Maintenance Helper; however, if you look at the same set of FTEs captured in the Attachment L-1 resource document, there is only 72 FTEs listed. Which section of the RFP takes precedence, Section L Tables or the L-1 resource document?

A158: Given any conflicts between Attachment L-1, Resource Planning Document and Section L.37.5, Section L.37.5 takes precedence.

Q159: The following NASA documents/references are called out in the DRDs. Please include these in the in the ALICE Technical library to ensure bidders are referencing the correct versions:

- * NPR 9501.2E**
- * JPR 8550.1**
- * JPR 8553.1**
- * NFS 1852.231-71**
- * NFS 1852.235-71**
- * NFS 1852.204-76**
- * NPR 2810.1(series)**
- * NFS 1852.209-71**
- * NFS 1852.237-72**
- * NFS 1852.237-73**
- * NASA Guide on Organizational Conflicts of Interest (March 2010)**
- * NPR 8735.1**
- * JPR 2310.1**
- * NPR 7120.5**
- * NPD 7120.6**
- * NPR 8621.1**
- * NPR 8715.3**
- * JSC 17773**
- * JPR 1700.1**

A159: These documents are in the public domain. It is the offeror's responsibility to ensure they have the latest version.

Q160: Table L.37.5-5 references “SLC FOL Depot Supervisor.” “Appendix C - Personnel Requirements” references Labor Category Forward Operating Location (FOL) Supervisor. What is the correct L/C name?

A160: The correct name is “Forward Operating Location (FOL) Supervisor.”