NASA Ames Research Center

NNA10343615Q-AMD CRuSR Questions and Answers Set 2

Q&A # 5-20

The following questions, a continuation of Q&A Set 1, were received by the Contracting Officer in response to the solicitation.

Q5. Does this RFQ require rocket-powered flight to ascend to required altitude?

A5. No, some RLV designs use aircraft as a first stage to carry the second stage to an optimal altitude.

Q6. Is provision of R&D services under an FAA Airworthiness Certificate (un-powered and early powered test-flights) or an FAA-AST experimental permit (for space test-flights only) of interest to NASA?

A6. Yes.

Q7. (1) Is the above arrangement for delivery of the services outlined in the RFQ acceptable to meet the RFQ compensation requirements?

(2) In the CRuSR Program Developmental Test Flight Services Statement of Work, the definition of a "Developmental Test Flight" states, "The launch vehicles should operate under the FAA amateur rocketry rules or be licensed by the FAA for launch operations." We suggest this statement in the definition be revised as follows: "The launch vehicles shall operate under the FAA amateur rocket exemption or be licensed or permitted by the FAA for launch operations." Our company will perform flight tests under an experimental airworthiness certificate for low performance flights and an experimental permit for high performance flights. It's illegal to fly for hire under either regulation. To avoid any potential gray areas under any of the FAA licensing rules prior to attaining a full FAA licensing milestone at the end of a flight test program, we suggest that NASA purchase in this first phase of the CRuSR program data from flights and pay for the integration experience and lessons learned, which can then be shared across NASA and other government entities.

A7. For this procurement, NASA will only award procurement contracts for flight services that meet the appropriate FAA regulations and can receive compensation for those services. It is up to the offeror to comply with those regulations or obtain any waivers that allow them to operate and receive compensation for carrying payloads. NASA and the FAA are aware of the issue that prohibits compensation for flight services under some regulations and are working on possible solutions. If possible, future procurements for Developmental Flight Services may incorporate either the changes that result from these deliberations or opportunities to procure data from test flights instead of rides for payloads.

Q8. Will respondents who cannot meet the Small Business requirements of the RFQ be rejected upon receipt of quote?

A8. Yes. As stated in Q&A4, FAR clause 52.219-6, Notice of Total Small Business Set-Aside requires that the Contracting Officer shall only evaluate offers from small business concerns.

"(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected."

The clause also requires:

"(2) Any award resulting from this solicitation will be made to a small business concern."

Q9. Did NASA intend the RFQ to be open to all Suborbital Service providers or only those that can meet a small business set aside and amateur rocketry class designation?

A9. Quotations in response to the RFQ are only solicited from small business concerns (also see answers in A.4 and A.8). In addition the vehicles must meet all applicable FAA regulations.

Q10. The Statement of Work quote, "*As a result of this solicitation NASA intends to award multiple firm fixed price purchase orders to multiple vendors. Each award will be for the purchase of two (02) "rides" for NASA-provided payload and related services on test flights of the vendors' CRuSR vehicles, with an option for the Government to purchase additional quantities of rides on flights and related services.*" To clarify does this mean there will be a total of (2) flights amongst multiple vendors, or that for each awardee there will be (2) flights with an option for additional flights?

A10. There will be one or more purchase orders awarded to one or more vendors. Each vendor shall provide two flights each with an option for additional flights to be ordered, depending upon NASA resources and the success of the two base flights.

Q11. The requirement in the amendment to the Statement of Work, quote, "*Following launch and flight, the vehicle will land on the ground (not water) no further than one kilometer from the point of launch, with at least 75% of the components (excluding fuel) fully intact and ready for re-use.*" In view of the developmental nature of the CRuSR solicitation the requirement for a maximum one (1) kilometer return-to-launch radius is somewhat stringent. We request NASA consider relaxation of the return-to-launch radius requirement for the first flight to five (5) kilometers with follow-on flights ramping back to the original one (1) kilometer radius.

A11. NASA will consider relaxing the requirement to 5 km, if the landing is on a runway at the original launch facility. Ready access to the payload is one of the prime features of interest to NASA of a commercial RLV, both before and after a flight. However, the relaxation of this requirement will likely become a discriminating factor in the evaluation process.

Q12. (1) In many government solicitations the total contract award is available. Can you provide the value of the CRuSR contract for FY2011?

(2) What is the total anticipated funding level (by Fiscal Year) for the NASA CRuSR program?

A12. The total budget for this FY2010 Initial Flight Services procurement is $300,000. This budget will be used to fund all purchase orders awarded under this Initial Flights solicitation. Each purchase order is expected to be less than $100,000. Additional funding is expected for new CRuSR requirements in FY11 and future years; however the funding for those efforts has not yet been appropriated by Congress.

Q13. Must be capable of providing Initial Pre-Flight Documentation no later than 2-weeks after contract award . What is the intent of NASA with this RFQ ? award a contract disregarding the schedule for earliest available flight dates ? For instance assuming earliest flight dates available in two years from now is NASA intending to award a contract in 3 Months from RFQ deadline (after having evaluated the bids) and then requesting Initial Pre-Flight Documentation no later than 2-weeks after contract award ? [Meaning by the end of 2010]

A13. NASA intends to evaluate quotations and award one or more purchase orders to multiple vendors for flight services that will fly soon after award, with consideration given to the flight provider's first available flight date. The "Initial" Pre-Flight Documentation is required to be submitted with the offeror's proposal. This documentation will be updated and re-submitted as a contract deliverable that is due no later than two weeks after contract award. If a vendor's vehicle will not be ready to provide flight services until two years from now, that proposal will not be selected for this procurement. As stated on page 1 of the SOW, "NASA plans to periodically solicit additional developmental test flight opportunities from industry to allow participation by new, qualified commercial companies as the commercial suborbital reusable launch vehicle industry develops."

Q14. What is the difference between a "Flight service" and a "Flight" since they are called out to be separately priced in NASA's document "CRuSR PRICING SHEET FOR OFFERORS".

A14. In this instance, there is no difference in the terms "flight" and "flight service". The CRuSR Pricing Sheet for Offerors asks vendors to price each flight assuming that the NASA-provided payload will be a minimum of 5 Kg. Then, in the next row, the vendor is asked for the price (per Kg.) for payloads for that flight that are greater than 5 Kg. Thus for Flight #1, the vendor will quote a price for a 5Kg payload. The vendor will also quote the price (per Kg.) for additional payload weight, up to a maximum of 100 Kg. See Q&A Set 1, # 3 for a discussion about payload weights and sizes.

Q15. In Section 4.2 of the SOW entitled "Definitions", NASA defines a Qualified Test Vehicle as "a Reusable Launch Vehicle whose intended normal Commercial Flight Operations will be suborbital flights whose apogee is higher than 100 kilometers above sea level, or the prototype for such a vehicle." Does NASA require that a prototype of the Qualified Test Vehicle have flown prior to contract award? If so, why? In addition to the five companies noted prominently in NASA's Presentation to the Sounding Rocket Working Group (June 10, 2010), a number of other companies have as yet been unable to attract sufficient private funding to fly their vehicles. A NASA CRuSR contract would add a level of credibility and gravitas to these companies and simultaneously provide NASA with the maximum competition while requiring only a modest investment on NASA's part.

A15. As stated in the SOW, "NASA will use these rides (on CRuSR vehicles) to gather data on the conditions that future research payloads will be subjected to during flight and on the quality of the flight conditions that will be pertinent to the goals of these future payloads." In order to minimize the risk of damage to NASA-provided payload, this procurement contract is limited to CRuSR vehicles that have already flown. The principal purpose of a procurement contract is to acquire, for NASA's direct use or benefit, a well-defined, specific effort clearly required for the accomplishment of a scheduled NASA mission or project. It is not clear that the type of funding arrangement described by the questioner would be appropriate for a procurement contract.

Q16. When is the estimated date of contract award?

A16. NASA anticipates award of one or more purchase orders in August or September 2010.

Q17. The period of performance in the RFQ is defined as within 6 months from contract award. We would suggest the period of performance be through 31 September 2011, because if the contract start is in the beginning of fiscal year (Oct 1, 2010) numerous commercial suborbital flight service vendors will not be conducting flight test operations to required altitudes by 31 March 2011. The extended period of performance date will enhance your pool of potential bidders. Is it acceptable to respond to this RFQ with the indication that the delivery of flights and services are at a date later than 6 months after an assumed contract award date, which is no later than 31 September 2010 but prior to 31 September 2011?

A17. Vendors will be expected to provide two flight services within six months of contract award.

Q18. Neither our company nor our spaceport has a "Launch Facility Officer." The closest equivalent role is Airport Security Chief. Will the Airport Security Chief suffice, as this person has supervised all spaceport-based rocket flights to date? If not, what are the requirements, roles, and responsibilities of a "Launch Facility Officer?"

A18. The "Launch Facility Officer" is intended to be the cognizant official representing the organization providing the facilities from which the flight departs and to which it returns. It will be left to that organization to determine who that person is and what their title is.

Q19. Some small start-ups may not have the capital required to fund the complete fabrication of a sub-orbital vehicle. Are any funds or payments available prior to the completion of the successful suborbital flights?

A19. For this procurement, NASA requires that the proposed CRuSR vehicle has already been fabricated. Payments will be available at the completion of each priced event. Thus, the CRuSR vendor may submit an invoice to NASA after acceptance of Item No. 01 – Pre-flight Documentation. Likewise, an invoice may be submitted for payment after completion of Flight #1, and after completion of Flight #2.

Q20. The solicitation requires by reference the applications of NFS 1852.223-72 which states that the vendor is part of the NASA workforce, and the vendor shall apply any safety or occupational health measures the Contracting Officer may reasonably direct. What is the NASA CRuSR program's planned safety and/or occupational health review process? Will a NASA CRuSR program safety review board be formed and examine CRuSR contractor's facility, procedures, and vehicle as part of the award or prior to award? Is it NASA's intent to provide required corrective actions after contract award for the fulfillment of perceived safety deficiencies at a contractor facility? If so, this will probably be a material cost and should be included in the bid somehow.

A20. The clause cited, NFS 1852.223-72 Safety and Health (Short Form) is provided below in full text. The clause is required by NASA for all solicitations and contracts that do not include the longer Safety and Health clause at NFS 1852.223-70. As stated in the SOW, "The launch provider shall be responsible for public safety and the safety of all personnel in proximity to the launch vehicle during the vehicle's launch, flight, and return to earth." In addition, as part of its Pre-flight Documentation, the vendor shall include information such as safety requirements, launch safety procedures, mishap response and contingency action plans. It is not NASA's intent to provide required corrective actions after contract award, unless NASA becomes aware that the Contractor is not in compliance with "all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract." For example, the Contractor is expected to also comply with any safety regulations that are applicable to FAA regulations.

NFS 1852.223-72 SAFETY AND HEALTH (SHORT FORM)
(APRIL 2002)

a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety

and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

End of Questions and Answers Set 2