

National Aeronautics and
Space Administration

John H. Glenn Research Center
Lewis Field
Cleveland, OH 44135-3191



November 5, 2010

TO: Prospective Offerors

FROM: NASA Glenn Research Center, Research and Space Operations Branch

SUBJECT: Request for Proposals (RFP) – Stitching and Weaving of Ceramic Materials

An invitation is extended to your firm to submit a proposal for the subject Request for Proposal (RFP). The information required to submit a proposal is contained in the attached RFP.

Your attention is directed to the following sections:

- **Page 5, Statement of Work**
- **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.**

Enclosed are instructions for proper completion of proposals.

- **SECTION M – EVALUATION FACTORS FOR AWARD.**

Enclosed are the evaluation factors that will be used in the award of any contract resulting from this solicitation.

The dead line for submission of written questions is November 12, 2010. Questions may be **E-MAILED** to the following email address: Jeffrey.D.Hoyt@nasa.gov.

Please note proposals must be received by 4:30 p.m. on November 19, 2010. Proposals shall be signed by an official authorized to bind your company to a Government Contract.

Inquiries concerning this RFP should be directed to the undersigned at Jeffrey.D.Hoyt@nasa.gov.

Thank you for your interest in this requirement.

Jeffrey Hoyt
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING DO-C9		PAGE 2 OF 45	
2. CONTRACT NO. TBD		3. SOLICITATION NO. NNC11359052R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/5/10	
7. ISSUED BY NASA Glenn Research Center Attn: Jeffrey Hoyt, Research and Space Operations Branch 21000 Brookpark Road, Mail Stop 60-1 Cleveland, OH 44135-3191				8. ADDRESS OFFER TO (If other than Item 7) SAME ADDRESS			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Emailed proposal copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 by 4:30 PM 11/19/10.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION E-MAIL:	A. NAME Jeffrey Hoyt	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE / NUMBER (216) 433-5576	C. EMAIL ADDRESS Jeffrey.D.Hoyt@nasa.gov
			EXT.

11. TABLE OF CONTENTS

(X)	.SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	20 - 27
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3 - 4	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5 - 7	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	28
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	8	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	9	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	29 - 33
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	10 - 11				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	12 - 16	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	34 - 43
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	17 - 19	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	44 - 45

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8) >		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION For offerors and related documents numbered and dated:		AMENDMENT NO	DATE	AMENDMENT NO	DATE
15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN: > ITEM Email is acceptable 25	
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE		
NASA Glenn Research Center Attn: Jeffrey Hoyt, Research and Space Operations Branch 21000 Brookpark Road, Mail Stop 60-1 Cleveland, OH 44135-3191			NASA Shared Services Center (NSSC) Financial Management Division (FMD) – Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529 Email: NSSC-AccountsPayable@nasa.gov Fax: 866-209-5415		
26. NAME OF CONTRACTING OFFICER (Type or print) Jeffrey Hoyt		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES

B.1 SCOPE OF CONTRACT/TASK ORDER CONTRACT

(a) The contractor shall, except as otherwise specified herein, furnish all personnel, facilities, materials and services required to perform the work outlined in Section C hereof. To accomplish this work, the Contractor shall perform specific tasks that will be defined through the issuance of Task Orders, in accordance with the contract clauses for **TASK ORDERING Clauses G.2, H.2 I.11 – I.13.**

(b) Only expenditures against specific written Task Orders authorized by the Contracting Officer shall be allocable or allowable under this contract. Notwithstanding such authorizations, in no event shall the Contractor exceed the total contract cost limitations imposed by the Limitation of Funds clause of this contract, as applicable.

(End of Clause)

B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY

Pursuant to the Federal Acquisition Regulation (FAR) Parts 16.501-2 and 16.504, this contract is defined as an indefinite quantity type. The contract provides for an indefinite quantity, within stated limits, of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing orders with the Contractor. The total minimum and maximum dollar value of supplies or services to be acquired under the contract are set forth below:

Contract Minimum: The Government will issue Task Order(s) (TOs) under this contract that provides for a minimum dollar value of \$30,000 provided that appropriated funds are available. Once the minimum requirements are met, the Government shall be under no obligation to award additional task orders.

Contract Maximum: The Government issued Task Order(s) under this contract shall not exceed \$150,000 for the entire period of performance.

(End of Clause)

B.3 1852.216-78 FIRM FIXED PRICE (DECEMBER 1988)

***APPLICABLE FOR FIXED PRICE TASKS - WILL BE DETERMINED UPON ISSUANCE OF TASK ORDERS**

The total firm fixed price of this contract is - TBD.

(End of Clause)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

ABSTRACT

This solicitation presents an opportunity for the weaving of ceramic fabrics and/or preforms, and for stitching of layers of dissimilar materials prior to, and in support of thermal testing and research efforts under the NASA Hypersonic Project being conducted at the NASA Glenn Research Center (GRC) and Langley Research Center (LaRC). Specifications and quantities for requested samples are outlined in a line item format to allow incremental purchasing as permitted by available funding and research needs. There also is a research development task to allow the vendor to experiment with process development needed to address the NASA requirements and to improve material performance. Interested parties should quote each line item as described in Section L.8, Price Proposal, and outlined herein in order to be considered for possible award. It is anticipated that materials will be purchased in a phased approach over a two-year period as research needs arise and funding becomes available.

BACKGROUND

Hypersonic flight and planetary entry require the development of enabling high temperature thermal protection systems. Many of the proposed concepts will utilize woven ceramic fabrics, non-woven ceramic fibrous insulation, woven preforms, and stitching of layered materials using ceramic fiber tow. While some of these utilize existing state of the art methods, in other configurations some method and/or process development is anticipated in working with fragile ceramic fibers.

SPECIFICATIONS

Area 1 - Cloth Weaving:

The offeror shall supply woven fabric in quantities of 1-10 meters of each weave type based on weave architectures listed in Table 1. Anticipated ceramic fiber types to be woven include CG NicalonTM, Hi-NicalonTM, Hi-Nicalon Type STM, SylramicTM, Nextel 312TM, and Nextel 440TM. It is anticipated that pricing will vary with fiber type.

All fiber is to be furnished to the contractor by NASA.

All weaving is to be accomplished on a “best effort” basis.

Set-up fees are to be quoted separately.

Table 1: Weave architectures

Pattern Description	Warp epi	Fill ppi
5HS (standard)	26	26
8HS (standard)	26	26
	26	30
	26	34
8HS (1.5D)	26	30
	26	34
8HS (Double)	26	34
	26	30
8HS (2.5D)	40	40

Area 2 - Stitching Samples:

Multi-layered samples shall be stitched through the thickness to hold layers together. Materials to be stitched as well as fixturing shall be supplied by NASA. Ceramic yarn for stitching shall be supplied by the Contractor. It is anticipated that constituent layers may include materials from the following categories: ceramic fabrics, aerogel-impregnated ceramic fabrics, polyimide aerogel films, Pyrogel™, Kapton™. Some development may be required for this option. Anticipated sample sizes are 15.24 x 15.24 cm, 15.24 x 20.32, 30.48 x 30.48 cm, and 60.96 x 60.96 cm.

Area 3 - Preform development

The task would require vacuum forming of Saffil or other non-woven alumina fiber to form preforms nominally 5.08 cm in diameter and 0.635-1.27 cm thick. This task is anticipated to require some developmental effort.

Area 4 - Experimental efforts to improve yarn handling

The weaving, braiding, pinweaving, and other forms of textile fabrication have been used in conjunction with SiC fibers such as:

- Nicalon CG
- Hi-Nicalon
- Hi-Nicalon Type S
- Sylramic

In most cases, there has been little or no attempt to tailor the fabrication process to accommodate the fragile nature of these yarns. As a result, the products have varied significantly and failed to reach their theoretical potential. Recent serving of these yarns with very small Rayon yarn has proved beneficial in weaving complicated structures. We

feel that there is the potential for significant improvements to be realized through the investigation of the following:

- Better tensioning systems
- Improved rewinding techniques
- Twisting and/or plying and twisting
- Serving

This work would include a review of industry standard techniques and the development of suitable tests to evaluate improvements. This work needs to be accomplished by a firm that has first-hand experience in all of the previously mentioned fabrication techniques with SiC fibers.

It is anticipated that specific tasks will not be issued under area 4. Work under this area is anticipated to be intertwined within the first three areas.

Within 30 days after completion of the final task issued under this contract, the contractor shall submit a report, no more than 10 pages in length, detailing their experimental efforts to improve yarn handling.

(End of text)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE INCLUDED BY REFERENCE			

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
	1852.211-70	SEP 2005	Packaging, Handling, and Transportation

(End of clause)

D.2 Packaging Instructions (SEP 2006)

All deliverables under this contract shall be packaged in accordance with: (1) best commercial practice that will afford protection against physical damage, degradation, and/or deterioration during direct shipment and (2) the regulations of the carriers for the mode of transportation employed.

(End of text)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
	52.246-7	AUG 1996	Inspection of Research and Development - Fixed-Price
	52.246-9	APR 1984	Inspection of Research and Development (Short Form)
	52.246-16	APR 1984	Responsibility for Supplies

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE INCLUDED BY REFERENCE			

(End of clause)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE		
<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	Stop-Work Order
52.247-34	NOV 1991	F.o.b. Destination

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE		
<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE INCLUDED BY REFERENCE		

(End of clause)

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is 24 months from the effective date of the contract.

(End of clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s): TBD.

(End of clause)

F.4 DELIVERY INSTRUCTIONS

- (a) The Contractor shall ship the items required under this contract to: TBD
- (b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8 a.m. and 4:30 p.m., Monday through Friday, excluding Federal holidays.
- (c) Additional delivery instructions: None
- (d) Additional marking instructions: None

(End of clause)

F.5 PERIOD OF PERFORMANCE FOR ALL TASK ORDERS

The estimated period of performance for completion of the technical effort required by this contract is twenty four (24) months from the effective date of the contract. Any order issued at least 60 days before the end of the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of Clause)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1852.245-72 Liability for Government Property Furnished for Repair or Other Services. (DEVIATION) (SEP 2007)

- (a) This clause shall govern with respect to any Government property furnished to the Contractor for repair or other services that is to be returned to the Government. Such property, hereinafter referred to as "Government property furnished for servicing," shall not be subject to FAR 52.245-1, Government Property.
- (b) The official accountable recordkeeping and financial control and reporting of the property subject to this clause shall be retained by the Government. The Contractor shall maintain adequate records and procedures to ensure that the Government property furnished for servicing can be readily accounted for and identified at all times while in its custody or possession or in the custody or possession of any subcontractor.
- (c) The Contractor shall be liable for any loss, damage, or destruction of the Government property furnished for servicing when caused by the Contractor's failure to exercise such care and diligence as a reasonable prudent owner of similar property would exercise under similar circumstances, or when sustained while the property is being worked upon and directly resulting from that work, including, but not limited to, any repairing, adjusting, inspecting, servicing, or maintenance operation. The Contractor shall not be liable for loss, damage, or destruction of Government property furnished for servicing resulting from any other cause except to the extent that the loss, damage, or destruction is covered by insurance (including self-insurance funds or reserves).
- (d) In addition to any insurance (including self-insurance funds or reserves) carried by the Contractor and in effect on the date of this contract affording protection in whole or in part against loss, damage, or destruction of such Government property furnished for servicing, the amount and coverage of which the Contractor agrees to maintain, the Contractor further agrees to obtain any additional insurance covering such loss, damage, or destruction that the Contracting Officer may from time to time require. The requirements for this additional insurance shall be effected under the procedures established by the Changes clause of this contract.
- (e) The Contractor shall hold the Government harmless and shall indemnify the Government against all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the Government property furnished for servicing or arising from the presence of that property on the Contractor's premises or property.

(End of clause)

G.2 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT - TASK ORDER CONTRACT (GRC 52.232-106) (APR 2008)

(a) All vouchers or invoices submitted for payment shall include a reference to the number of this contract.

(b) All vouchers or invoices submitted for payment SHALL IDENTIFY ALL COSTS (INCLUDING G & A, COM, OH, ETC.) FOR EACH TASK ORDER AS A SEPARATE LINE ITEM.

(c) Invoices for Fixed-Price Task Orders (as applicable). These invoices shall be submitted to:

**NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg.1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
FAX: 866-209-5415**

This is the designated billing office for fixed-price invoices for purposes of the Prompt Payment clause of this contract.

(d) Vouchers for Time & Materials, Labor-Hour, or Cost Reimbursement Task Orders (as applicable). The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated in paragraph (d)(1) or (d)(2) below, whichever is applicable.

(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be submitted to:

**NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg.1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
FAX: 866-209-5415**

(i) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(ii) Copies of vouchers should be submitted as follows:

Copy 1 - NASA Contracting Officer
 Copy 2 - DCAA Auditor
 Copy 3 - Contractor
 Copy 4 - Contract Administration Office, if delegated
 Copy 5 - GRC Project Manager

(2) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (d)(1), the contractor shall prepare and submit vouchers as follows:

(i) One original Standard Form (SF) 1034, SF 1035 or equivalent Contractor's attachment to the cognizant DCAA office.

(ii) Five copies of SF 1034, SF 1035A or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

Copy 1 - NASA Contracting Officer
 Copy 2 - DCAA Auditor
 Copy 3 - Contractor
 Copy 4 - Contract Administration Office, if delegated
 Copy 5 - GRC Project Manager

(iii) The Contracting Officer may designate other recipients as required.

(e) Vouchers for payment of fee shall be forwarded to:

NASA Shared Services Center (NSSC)
 Financial Management Division (FMD) – Accounts Payable
 Bldg. 1111, C. Road
 Stennis Space Center, MS 39529
 Email: NSSC-AccountsPayable@nasa.gov
 FAX: 866-209-5415

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(f) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher or invoice for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 Technical Direction for Fixed Price Research and Development Contracts (APR 2008)

(a) Performance of the work under this contract is subject to the written technical direction of the Task Manager.

(b) "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general scope of work and task requirements.

(c) Technical Direction does not include any instruction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total price, any milestone price, or the time required for performance or delivery;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (6) Changes any performance-based requirement.

(d) Any technical direction will be issued in writing.

(e) The Contractor shall proceed promptly with the performance of technical direction duly issued by the government, unless, in the Contractor's opinion, any instruction or direction falls within any of the categories defined in paragraph (c) of this clause. In the latter event, the Contractor shall not proceed but shall within 5 working days notify the Contracting Officer in writing of the basis for its opinion. Within 30 calendar days of receiving this notification, the Contracting Officer will either amend the technical direction, request a proposal for an amendment to the contract or Task Order, advise the Contractor in writing that the technical direction is considered to be within the limits of this clause and that the Contractor should proceed promptly with its performance, or rescind the technical direction in its entirety.

(f) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(g) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the designated Task Manager shall be at the Contractor's risk.

(End of text)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE INCLUDED BY REFERENCE			

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
	1852.225-70	FEB 2000	Export Licenses
	1852.235-73	DEC 2006	Final Scientific and Technical Reports

(End of clause)

H.2 1852.216-80 Task Ordering Procedure. (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results

desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 7 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

(1) Contract number, task order number, and date of the order.

(2) Task ceiling price.

(3) Cost and hours incurred to date for each issued task.

(4) Costs and hours estimated to complete each issued task.

(5) Significant issues/problems associated with a task.

(6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

H.3 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 SECTION]

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

NOTICE: This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I.2 52.202-1 Definitions. (JUL 2004)

I.3 52.203-5 Covenant Against Contingent Fees. (APR 1984)

I.4 52.203-7 Anti-Kickback Procedures. (JUL 1995)

I.5 52.204-7 Central Contractor Registration. (APR 2008)

I.6 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2010)

I.7 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)

I.8 52.211-5 Material Requirements. (AUG 2000)

I.9 52.211-15 Defense Priority and Allocation Requirements. (Apr 2008)

I.10 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

I.11 52.216-18 Ordering. Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Contract effective date up to 2 years after.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.12 52.216-19 Order Limitations. (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$30,000 (for the entire contract, not on the task level), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$150,000;
- (2) Any order for a combination of items in excess of \$150,000; or
- (3) A series of orders from the same ordering office within any number of days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.13 52.216-22 Indefinite Quantity. (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract 2 years after contract effective date.

(End of clause)

I.14 52.217-2 Cancellation Under Multi-year Contracts. (OCT 1997)

I.15 52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)

I.16 52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)

I.17 52.222-3 Convict Labor. (JUN 2003)

I.18 52.222-19 Child Labor - Cooperation with Authorities and Remedies. (JUL 2010)

I.19 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

I.20 52.222-26 Equal Opportunity. (MAR 2007)

I.21 52.222-50 Combating Trafficking in Persons. (FEB 2009)

I.22 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)

I.23 52.223-18 Contractor Policy to Ban Text Messaging While Driving. (Sep 2010)

- I.24 52.225-1 Buy American Act - Supplies. (FEB 2009)**
- I.25 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- I.26 52.227-11 Patent Rights--Ownership by the Contractor. (DEC 2007)**
- I.27 52.227-14 Rights in Data--General. (DEC 2007)**
- I.28 52.227-16 Additional Data Requirements. (JUN 1987)**
- I.29 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)**

Except for data contained on pages [], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [], upon which this contract is based.

(End of clause)

- I.30 52.232-2 Payments under Fixed-Price Research and Development Contracts. (APR 1984)**
- I.31 52.232-8 Discounts for Prompt Payment. (FEB 2002)**
- I.32 52.232-11 Extras. (APR 1984)**
- I.33 52.232-18 Availability of Funds. (APR 1984)**
- I.34 52.232-23 Assignment of Claims. (JAN 1986)**
- I.35 52.232-25 Prompt payment. (OCT 2008)**
- I.36 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**
- I.37 52.233-1 Disputes. (JUL 2002)**
- I.38 52.233-3 Protest after Award. (AUG 1996)**
- I.39 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- I.40 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate V (APR 1984)**
- I.41 52.244-6 Subcontracts for Commercial Items. (JUN 2010)**

I.42 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)

I.43 1852.219-76 NASA 8 Percent Goal. (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.44 1852.227-11 Patent Rights - Retention by the Contractor (Short Form).

I.45 1852.227-14 Rights In Data - General.

I.46 1852.235-70 Center for AeroSpace Information. (DEC 2006)

I.47 1852.237-73 Release of Sensitive Information. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract.

This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has

received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

[END OF SECTION]

PART III – LIST OF DUCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this solicitation: None.

(End of text)

[END OF SECTION]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 Annual Representations and Certifications. (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 314999 – All other miscellaneous textile product mills.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to

solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products

(Alternate I only).

(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

(ix) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

[END OF SECTION]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Communications regarding this Solicitation

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Jeffrey Hoyt

FAX: 216-433-2480

Email: Jeffrey.D.Hoyt@nasa.gov

Address: NASA Glenn Research Center
21000 Brookpark Road
M/S 60-1
Cleveland, OH
44135

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted no later than 7 days after the posting of this solicitation to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.2 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

(a) *Definitions.* As used in this provision -

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the

proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same

time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to

duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline

items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.3 GENERAL INFORMATION:

- A. The Government intends to award an IDIQ (Indefinite Delivery, Indefinite Quantity) task order contract. While subsequent tasks will involve their own respective SOW's at that future time, this solicitation deals only with the four areas in general. Interested parties should quote each line item/area as outlined

- herein in order to be considered for possible award. It is anticipated that tasks will be issued under a phased approach over a two-year period as research needs arise and funding becomes available. Tasks will only be exercised pending acceptable vendor performance/submissions in previous periods.
- B. This procurement is a 100% Small Business set aside, and offers submitted from other than small businesses shall be considered nonresponsive and shall be rejected in accordance with FAR 19.502-4(b).
- C. E-mail submission of proposals is encouraged.
- D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:
1. Requirements of the RFP (CLIN & SOW) and government standards and regulations pertaining to the SOW.
 2. Format for the proposal shall be as follows:
 - i. Proposals will be 8 1/2" x 11" paper except for fold-outs used for charts, tables or diagrams.
 - ii. Elaborate formats, bindings or color presentations are not desired or required.
- E. Proposals shall be sent to the following address:
- Jeffrey.D.Hoyt@nasa.gov
- F. To ensure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. The proposal should not simply rephrase or restate the Government's requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information present in the offeror's proposal.

The Contracting Officer (CO) is the sole point of contact for this acquisition. Address any questions or concerns you may have to the CO. If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

TECHNICAL EXPERIENCE INFORMATION

- A. At a minimum, you are expected to include the information described below in the Technical Volume of your Proposal.
1. Provide a list of facilities to be used for work under this proposed procurement and a brief summary of their capabilities. Any significant facilities at any subcontractors shall also be included in the list. **Proof of access to suitable equipment that is used in the stitching and weaving of ceramic materials is essential for contract award.**
 2. Any specific exceptions to the proposed technical requirements shall be included with your proposal with supporting justification. Changes shall be specifically identified as "EXCEPTIONS TO THE TECHNICAL REQUIREMENTS".

PAST PERFORMANCE INFORMATION

The Offeror should submit the information set forth below for the proposed prime Contractor and any major subcontractor/team member(s) (a major subcontractor/team member is defined as performing 10% or more of the total contract effort).

- A. **A statement of past performance and demonstrated ability to fabricate high temperature textile components similar to Section C of this solicitation (including history of working with materials of interest).** This statement will include:
1. A list of current or past contracts of a similar nature. This information should include contract number (if a Government contract) and general description of work completed on these contracts.

PRICE PROPOSAL - *Submit as part of the proposal.*

A. Complete blocks 12 -18 of the SF 33. In doing so, the offeror agrees to the contract terms and conditions as written in the RFP.

B. Review CCR and ORCA data to ensure that the data is accurate and current. The internet addresses for these two systems are www.ccr.gov and <https://orca.bpn.gov/>.

C. The proposal acceptance period shall be 15 calendar days.

D. Provide quotes for the 4 areas in section C in the following fashion:

Area 1

Quote each pattern description on a per-meter basis for each warp epi, fill ppi, and anticipated ceramic type combination.

Area 2

Quote each sample size against anticipated material from the listed categories of materials.

Area 3

Price per preform at 5.08 in diameter and .635 – 1.27 cm thick.

Area 4

As Area 4 is planned to be incorporated within subsequent tasks, and no specific quote is necessary. However, if the offeror feels any unique pricing information should be included above and beyond set-up costs that will correlate with the experimental efforts, these prices should be listed.

In addition to the prices listed above, your proposal shall list any and all other costs including, but not limited to, set up costs and shipping fees.

(End of Text)

L.4 Additional Instructions to Offerors – Simplified Purchases, Technically Acceptable with Relevant Past Performance

In addition to the proposal submission requirements of FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, the offeror shall include the following information in the proposal:

(a) The pages from the RFP with the required offeror fill-ins. The balance of the RFP need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified as exceptions.

L.5 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm-fixed Price, multiple task, IDIQ contract resulting from this solicitation.

(End of provision)

L.6 1852.233-70 Protests to NASA. (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

[END OF SECTION]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Evaluation Factors – Simplified Purchases, Technically Acceptable with Relevant Past Performance

(a) Proposals will be evaluated in accordance with FAR 13.106-2 “Evaluation of quotations or offers”, and NFS 1815.305-70, "Identification of unacceptable proposals".

(b) The following factors will be used to evaluate proposals:

(1) Technical experience (consisting of a demonstrated ability to fabricate high temperature textile components similar to those mentioned in Section C, and having proof of access to suitable equipment required to provide the weaving and stitching of ceramic materials).

(2) Relevant Past Performance (including a history of working with materials of interest).

(3) Price

M.2 SOURCE SELECTION PROCEDURE

The Government will rank companies from most capable to least capable and select the company that represents the best value by comparing the Offerors to each other on the basis of the evaluation factors described above. If, in any comparison, one company has both the better capability and the lower cost/price, then we will consider that company to be the best value. If the company with the better capability has the higher cost/price, then we will decide whether the lower risk associated with the better capability is worth the higher cost/price. If it is, then we will consider the more capable, higher cost/price company to be the better value. If it is not, then we will consider the less capable, lower cost/price company to be the better value. We will continue to make comparisons this way until we have identified the company that represents the best value.

These instructions are intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work.

Consistent with provision 52.215-1, the Government intends to award a contract based on the initial offers received, without discussion of such offers. Accordingly, each offeror should submit its initial proposal to the Government using the most favorable terms from a cost and technical standpoint.

Proposals will be evaluated in accordance with the requirements of FAR 13.106-2 "Evaluation of quotations or offers" and NFS 1815.305-70, "Identification of unacceptable proposals". Offerors should recognize that the initial evaluation of proposals will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance.

Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will make a competitive range determination and conduct discussions with the offerors within the competitive range.

At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) would be requested from all offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation criteria set forth below. Contract award would then be made without further discussions.

By submission of its offer, the offeror agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being determined unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interest.

Importance of Evaluation Factors

Selection for award will be to the company that represents the best value to the Government considering the three factors of technical experience, relevant past performance and price.

(End of Provision)

[END OF SECTION]