

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 33	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER NNA13485427Q-AMD	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08/27/2013	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-0001		CODE ARC	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in REFER TO SECTION L until 1630 PT local time 09/26/2013
(Hour) (Date)

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 CALL:	A. NAME Marianne Shelley	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Marianne.Shelley@nasa.gov
		AREA CODE 650	NUMBER 604-4179	EXT.	

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<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

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 _____ 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 (%)
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14. ACKNOWLEDGEMENT 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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

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 (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Marianne Shelley		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.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNA13485427Q-AMD

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	Conformal Ablative TPS Manufacturing Scale-Up-2 INCO TERMS 2: Destination Phase 1: Preliminary Draft Manufacturing Data Book, DR-001A. (SOW Section 5.0) Phase 2: TPS for Material Properties Testing (15" x15" x~1" thick), HR-01A. SPRITE TPS Segments, HR-01B. SPRITE TC Plug, HR-01C. Phase 3: Final Manufacturing Data Book, DR-001B. (SOW Section 5.0) . MDU TPS-Gore Segments, HR-02A. MDU TPS-Nose Segment, HR-02B.				

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 1852.216-78 Firm Fixed Price. (DEC 1988)

The total firm fixed price of this contract is \$_____.

(End of clause)

B.2 Supplies and/or Services to be Provided

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated into Section C of this contract.

Item No.	Description	Delivery Date (approximate)	Qty	Unit	Unit Price	Total Price
DATA REQUIREMENTS:						
Phase 1						
001	Preliminary Draft Manufacturing Data Book, DR-001A. (SOW Section 5.0)	11/30/2013	1	EA	\$_____	\$_____
Phase 3						
002	Final Manufacturing Data Book, DR-001B. (SOW Section 5.0)	9/30/2014	1	EA	\$_____	\$_____
HARDWARE REQUIREMENTS:						
Phase 2						
003	TPS for Material Properties Testing (15" x15" x~1" thick), HR-01A.	1/15/2014	2	EA	\$_____	\$_____
004	SPRITE TPS Segments, HR-01B.	1/15/2014	12	EA	\$_____	\$_____
005	SPRITE TC Plug, HR-01C.	1/15/2014	10	EA	\$_____	\$_____
Phase 3						
006	MDU TPS-Gore Segments, HR-02A.	6/15/2014	3	EA	\$_____	\$_____
007	MDU TPS-Nose Segment, HR-02B.	6/15/2014	1	EA	\$_____	\$_____
TOTAL FIRM FIXED PRICE					\$_____	

(b) OPTION ITEMS

If Option Items are exercised pursuant to Clause 52.217-7, —OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (incorporated by reference, Section I), the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C.

Item No.	Description	Delivery Date	Qty	Unit	Unit Price	Total Price
OPTIONAL DATA REQUIREMENTS						
008	Option 1 - Conformal TPS Material Properties, DR-002.	4/30/2014	1	EA	\$_____	\$_____
OPTIONAL HARDWARE REQUIREMENTS						
009	Option 2 – Sub-Scale MDU Support Structure, HR-03.	6/15/2014	1	EA	\$_____	\$_____
010	Option 3 - Thick Felt with Complex Curve Demonstration Unit, HR-04.	7/30/2014	1	EA	\$_____	\$_____
011	Option 4 - MDU TPS-Gore Segments, HR-05A.	TBD (2015)	12		\$_____	\$_____
012	Option 4 - MDU TPS-Nose Segment, HR-05B.	TBD (2015)	1		\$_____	\$_____

(End of clause)

[END OF SECTION B

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:

Statement of Work (SOW), entitled “Conformal Ablative TPS Manufacturing Scale-Up,” which is incorporated in Section J.1 as Attachment 1.

(End of text)

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

Clause(s) at the beginning of this Section is 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.

1852.211-70 Packaging, Handling, and Transportation. (SEP 2005)

(End of clause)

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause(s) at the beginning of this Section are 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.

- 52.246-2 Inspection of Supplies - Fixed Price. (AUG 1996)
- 52.246-7 Inspection of Research and Development - Fixed-Price. (AUG 1996)
- 52.246-16 Responsibility for Supplies. (APR 1984)

(End of clause)

E.2 1852.246-71 Government Contract Quality Assurance Functions. (OCT 1988)

In accordance with the inspection clause of this contract, the Government may intend to perform the following functions at the locations indicated:

	QUALITY ASSURANCE ITEM	QUALITY ASSURANCE FUNCTION	LOCATION
01	In-process	Inspection	Contractor and/or subcontractor facility
02	Test	Witness	Contractor and/or subcontractor facility
01	Receiving Inspection	Inspection	NASA Ames Research Center

(End of clause)

E.3 1852.246-72 Material Inspection and Receiving Report. (AUG 2003)

- (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series).
- (b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- (c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause(s) at the beginning of this Section are 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.

- 52.242-15 Stop-Work Order (AUG 1989)
- 52.242-17 Government Delay of Work. (APR 1984)
- 52.247-34 F.O.B. Destination. (NOV 1991)

(End of clause)

F.2 Period of Performance.

The period of performance of this contract is date of award through TBD.

(End of clause)

F.3 Place of Performance.

The services to be performed under this contact shall be performed at the following location(s): the Contractor’s facilities located at : TBD and at such other locations as may be directed by the Contracting Officer.

(End of clause)

F.4 Delivery and/or Completion Schedule.

The Contractor shall deliver and/or complete performance of the items required under this contract as follows. Payments will be made at the firm fixed prices indicated in Section B.2 for items meeting acceptance criteria.

Item No.	Description	Delivery / Acceptance Date	Qty	Acceptance Criteria
DATA REQUIREMENTS:				
Phase 1				
001	Preliminary Draft Manufacturing Data Book, DR-001A. (SOW Section 5.0)	11/30/2013	1	Acceptance by CO/ COR
Phase 3				
002	Final Manufacturing Data Book, DR-001B. (SOW Section 5.0)	9/30/2014	1	Acceptance by CO/ COR
HARDWARE REQUIREMENTS:				
Phase 2				
003	TPS for Material Properties Testing (15”x15”x~1”thick), HR-01A.	1/15/2014	2	Acceptance by CO/ COR

004	SPRITE TPS Segments, HR-01B.	1/15/2014	12	Acceptance by CO/ COR
005	SPRITE TC Plug, HR-01C.	1/15/2014	10	Acceptance by CO/ COR
Phase 3				
006	MDU TPS-Gore Segments, HR-02A.	6/15/2014	3	Acceptance by CO/ COR
007	MDU TPS-Nose Segment, HR-02B.	6/15/2014	1	Acceptance by CO/ COR
008	New Technology Reporting, contractor shall submit NF 1679, per clauses 1852.227-11 or 1852.227-70, 1852.227-72. http://invention.nasa.gov	Within one month of end of contract	1	CO/ New Technology Representative

If exercised, the Contractor shall deliver and/or complete performance of the items required under this contract as follows

Item No.	Description	Delivery Date	Qty	Acceptance Criteria
OPTIONAL DATA REQUIREMENTS				
008	Option 1 - Conformal TPS Material Properties, DR-002.	4/30/2014	1	Acceptance by CO/ COR
OPTIONAL HARDWARE REQUIREMENTS				
009	Option 2 – Sub-Scale MDU Support Structure, HR-03.	6/15/2014	1	Acceptance by CO/ COR
010	Option 3 - Thick Felt with Complex Curve Demonstration Unit, HR-04.	7/30/2014	1	Acceptance by CO/ COR
011	Option 4 - MDU TPS-Gore Segments, HR-05A.	TBD (2015)	12	Acceptance by CO/ COR
012	Option 4 - MDU TPS-Nose Segment, HR-05B.	TBD (2015)	1	Acceptance by CO/ COR

(End of clause)

F.5 1852.247-72 Advance Notice of Shipment. (OCT 1988)

Five (5) work days prior to shipping material coupon items, the Contractor shall furnish the anticipated shipment date, bill of landing number (if applicable), and carrier identity to [COR (TBD)] and to the Contracting Officer.

(End of clause)

F.6 Delivery Instructions.

(a) The Contractor shall ship the items required under this contract to:

NASA Ames Research Center
 PO Box 1
 Moffett Field, CA 94035-0001
 Marked for: TBD
 Contract Number: TBD
 Organization/Office Code: TBD

Building No.: TBD

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8:00a.m. and 5:00 p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery instructions: None

(d) Additional marking instructions: None

(End of clause)

F.7 ARC 52.249-90 Notice of Delay. (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of clause)

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clause G.2 at the beginning of this Section is 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.

1852.227-70 New Technology. (MAY 2002) (applies to other than small business and nonprofits)

(End of clause)

G.2 ARC 52.232-90 Submission of Invoices. (JUN 2008) (MODIFIED JAN 2012)

(a) Invoices shall be prepared and submitted to the designated billing and payment office noted below in accordance with FAR 52.232-8 Prompt Payment clause:

NASA Shared Services Center (NSSC)
 Financial Management Division (FMD)—Accounts Payable
 Bldg. 1111, Road C
 Stennis Space Center, MS 39529

Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415. A copy of the invoice shall be provided to the Contracting Officer.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(c) This Contract does does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule:

Payment will be made for separately priced items which have been received and accepted by NASA, and upon receipt of a payable invoice submitted in accordance with this clause.

(End of clause)

G.3 1852.227-72 Designation of New Technology Representative and Patent Representative. (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative NASA Ames Research Center M/S 202A-3 (Code VP) Moffett Field, CA 94035-0001	Patent Representative NASA Ames Research Center M/S 202A-4 (Code DL) Moffett Field, CA 94035-0001
--	--

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring

a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.4 1852.242-70 Technical Direction. (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "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 tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction 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 estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (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.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) 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.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) at the beginning of this Section are 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.

1852.223-72 Safety and Health (Short Form). (APR 2002)

(End of clause)

H.2 1852.225-70 Export Licenses. (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Ames Research Center, Moffett Field, CA 94035, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.3 ARC 52.227-93 Management and Protection of Data. (JUL 1988)

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of Clause)

H.4 ARC 52.227-96 Handling of Data. (JUN 1989)

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(End of Clause)

H.5 ARC 52.227-97 Subcontracting and Data Rights. (NOV 2010)

(a) The Contractor shall flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(End of Clause)

H.6 ARC 52.227-98 Information Incidental to Contract Administration. (OCT 2004)

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(End of Clause)

[END OF SECTION H]

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION I

Clause(s) I.1 through I.64 at the beginning of this Section are 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.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1 Definitions. (JAN 2012)

52.203-3 Gratuities. (APR 1984)

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

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (MAY 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)

52.211-5 Material Requirements. (AUG 2000)

52.215-2 Audit and Records - Negotiation. (OCT 2010)

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

52.215-14 Integrity of Unit Prices. (OCT 2010)

52.217-6 Option for Increased Quantity (MAR 1989) (insert "*within the period of performance of the contract*")

52.217-7 Option for Increased Quantity – Separately Priced Line Items (MAR 1989) (insert "*within the period of performance of the contract*")

52.219-8 Utilization of Small Business Concerns. (JUL 2013)

52.219-28 Post-Award Small Business Program Representation. (JUL 2013)

52.222-3 Convict Labor. (JUN 2003)

52.222-19 Child Labor - Cooperation with Authorities and Remedies. (MAR 2012)

NNA13485427Q-AMD

- 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
- 52.222-26 Equal Opportunity. (MAR 2007)
- 52.222-35 Equal Opportunity for Veterans. (SEP 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)
- 52.222-37 Employment Reports on Veterans. (SEP 2010)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons. (FEB 2009)
- 52.222-54 Employment Eligibility Verification. (AUG 2013)
- 52.223-3 Hazardous Materials Identification and Material Safety Data (JAN 1997), Alt I (JUL 1995)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving. (AUG 2011)
- 52.225-1 Buy American Act- Supplies. (FEB 2009)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.227-1 Authorization and Consent. (DEC 2007) Alternate I (APR 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)
- 52.227-11 Patent Rights – Ownership by the Contractor (DEC 2007)(as modified by NFS 1852.227-11 Patent Rights – Retention by the Contractor (Short Form) (applies to small businesses and nonprofits)
- 52.227-14 Rights in Data- General Alternate II (DEC 2007), Alternate III (DEC 2007), Alternate V (DEC 2007) (As Modified by NFS 1852.227-14, Rights in Data- General)
- 52.229-3 Federal, State, and Local Taxes. (FEB 2013)
- 52.232-2 Payments Under Fixed-Price Research and Development Contracts. (APR 1984)
- 52.232-8 Discounts for Prompt Payment. (FEB 2002)
- 52.232-11 Extras. (APR 1984)
- 52.232-17 Interest. (OCT 2010)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt payment. (JUL 2013)
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (JUL 2013)
- 52.233-1 Disputes. (JUL 2002) Alternate I (DEC 1991)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.242-13 Bankruptcy. (JUL 1995)

52.243-1 Changes - Fixed-Price. (AUG 1987) Alternate V (APR 1984)

52.244-6 Subcontracts for Commercial Items. (JUL 2013)

52.246-23 Limitation of Liability (FEB 1997)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

52.253-1 Computer Generated Forms (JAN 1991)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

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

1852.227-11 Patent Rights – Retention by the Contractor (Short Form) (applies to small businesses and nonprofits)

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

(End of clause)

I.2 1852.215-84 Ombudsman. (NOV 2011)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html . Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.3 1852.225-71 Restriction on Funding Activity with China.

(a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned

companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.4 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 I]

SECTION J - LIST OF ATTACHMENTS**LIST OF ATTACHMENTS**

The following documents are attached hereto and made a part of this contract:

Attachment No.	Title	Date	No. of Pages
1	Statement of Work entitled, "Conformal Ablative TPS Manufacturing Scale-Up"	August 15, 2013	18
2	Data Requirements List (DRL)	August 15, 2013	2
3	Price List	To be submitted	1
4	Non-Disclosure Agreement between Contractor and NASA	TBD (after contract award)	TBD

(End of Clause)

[END OF SECTION J]

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 1,000.

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM 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 \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

(vii) 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.

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

(ix) 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.

(x) [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.

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

(xii) [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.

(xiii) [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.

(xiv) [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.

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

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

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) 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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [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) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [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 SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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

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 SAM.

(End of provision)

K.2 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror’s response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

K.3 1852.225-72 Restriction on funding Activity with China – Representation.

(a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/>

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

(End of provision)

L.2 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION
52.217-5	JUL 1990	EVALUATION OF OPTIONS
52.232-38	JUL 2013	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES

(End of provision)

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award under this solicitation of a Firm-Fixed-Price contract.

(End of provision)

L.4 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Marianne Shelley
NASA Ames Research Center
Mail Stop 241-1
Moffett Field, CA 94035-0001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.5 PROPOSAL PREPARATION-- INSTRUCTIONS

The proposal shall be submitted to NASA via email in portable document format (PDF) or Microsoft Office (Word or Excel). Pages shall be single spaced using no less than 10-point Times New Roman or Arial font with a one inch border minimum on all sides. All proposals will be submitted in four volumes (four separate electronic files) as described below.

VOL I - OFFER (No page limit)

Include a cover letter that includes a signed acknowledgement of any solicitation amendments. Provide all of the following information:

1. Full legal company name and address of manufacturing facility.
2. DUNS # and CAGE code to be used to verify contractor's records in federal acquisition and administrative databases including System for Award Management (www.sam.gov).
3. Include names, telephone numbers, and email addresses of persons to be contacted for both technical and contractual questions.
4. Include statement of offeror's agreement and ability to sign a Non-Disclosure Agreement (NDA) for receipt of Government-sensitive information regarding processing of NASA-developed TPS materials to be manufactured under this contract. This is a requirement to be considered for award. Resulting NDA will be incorporated into contract after award.
5. Include a statement of the offeror's ability to handle ITAR information (indicate US citizenship or US person status of all personnel who will have access to Government information). This is a requirement to be considered for award.
6. Include SF33 Solicitation, Offer, and Award (posted with this solicitation) that must be signed by an official authorized to contractually bind your company. Blocks 14 through 18 of the SF 33 shall be completed.
7. Complete Section K, Representations and Certifications.

VOL II- MISSION SUITABILITY - TECHNICAL APPROACH (Not to exceed 10 pages)

Offerors shall submit a document that specifically describes and demonstrates the contractor's current experience, infrastructure, capabilities, and describes the technical feasibility of the offered material scale-up process. Offerors shall submit an overview of the technical approach planned for manufacturing the SPRITE and MDU TPS hardware. This Volume II shall include the following information:

1. General description of the approach to manufacturing the SPRITE TPS segments and SPRITE thermocouple plugs including processing approach and final machining.
2. General description of the approach to manufacturing the MDU TPS nose and gore segments including design and manufacturing of the molds, TPS processing approach, and final machining.
3. General description of packaging for shipment of the hardware.
4. Proposed Project Schedule including delivery schedule for contract deliverables.

VOL III- PAST PERFORMANCE (Not to exceed 25 pages)

Offerors shall submit relevant information that describes the offeror’s past experience manufacturing heat shield relevant (aerospace grade) thermal protection system (TPS) materials delivered to customers and how the past experience will ensure successful performance on the current effort. Offerors shall submit information (including data from relevant Federal, State, and local governments and private contracts) that can be used to evaluate their past performance. Provide a list of at least three (3) previous contracts of similar size, content, and complexity. Include contract number(s), the type of contract, name of government agency if applicable, point of contact phone and email address from the organization placing the contract, dates of performance, a brief description of the technical accomplishments of the work and the total dollar value of the contract. Past performance references must be recent (within 3 years) and relevant.

Offerors shall submit information in this Volume III that specifically describes and demonstrates the contractor’s experience, infrastructure, and capabilities in the following areas:

1. Offeror’s past performance and experience leading to current capability in heat shield relevant (aerospace grade) TPS manufacturing as follows:
 - a. Facilities: floor space, infiltrating vessels and vacuum/ovens necessary to manufacture the proposed TPS to the 1-meter scale.
 - b. Personnel experienced in making aerospace grade materials.
 - c. Personnel experienced in designing necessary tooling needed to make a MDU.
 - d. Personnel experienced in appropriate NDE to evaluate material uniformity.
 - e. Associated product assurance certifications and processing equipment necessary to do so.
 - f. Certifiable process procedures and specifications.
2. Offeror’s experience manufacturing *phenolic*-based polymer composites.
3. Offeror’s experience working with carbon felts and felt composites.
4. Offeror’s experience infiltrating resin/solvent into parts >1-meter diameter; materials will need to be processed in molds with complex curvature.
5. Offeror’s experience/ ability to **vacuum infiltrate** and then **remove** large volumes of solvent (*ethylene glycol*) from infiltrated parts prior to and/or during curing (Typical cure conditions 170-200°C and 1 Torr).
6. Offeror’s experience/ ability to conduct or procure Non-Destructive Evaluation (NDE) of TPS prior to delivery to NASA.
7. Offeror’s experience/ ability to procure necessary chemicals and conduct appropriate quality checks.
8. Offeror’s experience/ ability to procure necessary felt materials and conduct appropriate quality checks.
9. Offeror’s experience/ ability to take NASA-provided processing specification to scale up infiltration process as needed.
10. Include resumes of key personnel (no more than 2 pages per key person), whose past experience will be critical to the successful performance of this current effort.

The Contracting Officer may also access past performance information through the Contractor Performance Assessment Reporting System (CPARS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers, NASA technical personnel, Contracting Officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. Offerors without a record of past performance or for whom past performance information is not available, will not be evaluated favorably or unfavorably.

VOL IV- PRICE (No page limit)

Offerors shall complete the itemized Price List, a separate document posted with this solicitation. A separate firm-fixed price is required for each deliverable. Each deliverable includes the Government's estimated delivery date. Dates on the Price List shall be revised to match the offeror's proposed delivery schedule if changes to the schedule are proposed.

EMAIL OFFERS TO:

Marianne.Shelley@nasa.gov

All four proposal volumes shall be submitted to the above email address NO LATER THAN the date and time indicated in Block 9 of the SF33 (contract cover page). Offers will be accepted electronically (only) and shall be sent only to the email address listed above.

Note: Failure to follow these instructions may render contractor's submittal as "non-responsive."

LATE SUBMISSION: Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors-Competitive."

(End of text)

L.6 PROTESTS TO NASA (NFS 1852.233-70) (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 L]

SECTION M- EVALUATION FACTORS FOR AWARD

M.1 SOURCE SELECTION AND EVALUATION FACTORS--GENERAL

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, "Source Selection". The Source Evaluation Board procedures at NFS 1815.370, "NASA source evaluation boards" will not apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors

The evaluation factors are Mission Suitability, Past Performance, and Price. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor. Only the Mission Suitability factor is numerically scored.

3. Relative Order of Importance of Evaluation Factors

The evaluation factors in descending order of importance are Mission Suitability, Past Performance, and Price. All evaluation factors other than price, when combined, are significantly more important than price.

(End of text)

M.2 MISSION SUITABILITY - TECHNICAL APPROACH FACTOR

The Government will evaluate the offeror's understanding and technical approach to meeting the requirements of the Statement of Work (SOW). The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts or whether they are overstated or understated for the effort to be accomplished. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of the requirements.

Specifically, NASA will evaluate the offeror's proposal for the following:

1. Evaluation of offeror's approach to manufacturing the SPRITE TPS segments and SPRITE thermocouple plugs including processing approach and final machining.
2. Evaluation of offeror's approach to manufacturing the MDU TPS nose and gore segments including design and manufacturing of the molds, TPS processing approach, and final machining.
3. Evaluation of offeror's description of packaging for shipment of the hardware.
4. Evaluation of offeror's proposed Project Schedule including delivery schedule for contract deliverables.
5. Evaluation of the technical feasibility of offered material scale-up process.

Evaluation Findings

The Government will evaluate each proposal by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following definitions:

Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

Strength – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

Significant Strength– a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability - Technical Approach factor will be weighted and scored on a 1000-point scale.

The Mission Suitability factor will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A) (see below).

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offeror’s response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

(End of text)

M.3 PAST PERFORMANCE EVALUATION FACTOR

By acquiring and reviewing information from a variety of sources, the Government will evaluate each offeror’s suitability to fulfill the requirements of this contract. This factor indicates the relevant quantitative and qualitative aspects of each offeror’s record of performing services or delivering products similar in size, content, and complexity to the requirements of this solicitation.

The overall confidence rating assigned to Past Performance (see below) will reflect a subjective evaluation of the information contained in the written narrative, including prior contracts, and other references, if any, that the Government may contact for additional past performance information. Offerors may provide information on problems encountered on the identified prior contracts and the offeror's corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

In accordance with FAR 15.305(a)(2)(iv), offerors without a record of relevant past performance, or for whom information on past performance is not available, will not be evaluated favorably or unfavorably and will be given a neutral adjectival rating.

Specifically, NASA will evaluate the offeror's past performance/ experience for the following:

1. Evaluation of offeror's past performance and experience leading to current capability in heat shield relevant (aerospace grade) TPS manufacturing:
 - a. Facilities: Floor space, infiltrating vessels and vacuum/ovens necessary to manufacture the proposed TPS to the 1-meter scale.
 - b. Personnel experienced in making aerospace grade materials.
 - c. Personnel experienced in designing necessary tooling needed to make MDU.
 - d. Personnel experienced in appropriate NDE to evaluate material uniformity.
 - e. Associated product assurance certifications and processing equipment necessary to do so.
 - f. Certifiable process procedures and specifications.
2. Evaluation of offeror's experience manufacturing phenolic-based polymer composites.
3. Evaluation of offeror's experience working with carbon felts and felt composites.
4. Evaluation of offeror's experience infiltrating resin/solvent into parts >1-meter diameter; materials will need to be processed in molds with complex curvature.
5. Evaluation of offeror's experience / ability to vacuum infiltrate and then remove large volumes of solvent (ethylene glycol) from infiltrated parts prior to and/or during curing (Typical cure conditions 170-200°C and 1 Torr).
6. Evaluation of offeror's experience/ ability to conduct or procure Non-Destructive Evaluation (NDE) of TPS prior to delivery to NASA.
7. Evaluation of offeror's experience/ ability to procure necessary chemicals and conduct appropriate quality checks.
8. Evaluation of offeror's experience / ability to procure necessary felt materials and conduct appropriate quality checks.
9. Evaluation of offeror's experience / ability to take NASA-provided processing specification to scale up infiltration process as needed.
10. Evaluation of the capabilities and experience of offeror's key personnel.

Past Performance Confidence Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Very High Level of Confidence

The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)

High Level of Confidence

The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the

offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)

Moderate Level of Confidence

The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)

Low Level of Confidence

The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)

Very Low Level of Confidence

The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)

Neutral

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of text)

M.4 PRICE EVALUATION FACTOR

This is a firm fixed price acquisition. Prices as indicated on the Price List submitted with the proposal will be evaluated.

(1) The Government will conduct Price Proposal evaluations in accordance with Section 15.4 of the FAR. Particular attention shall be given to FAR 15.404-1(b) entitled Price Analysis. Elements of FAR 15.404-1(b) that shall be considered include comparison of proposed prices received in response to the solicitation and comparison of proposed prices with independent Government cost estimates.

(2) Price Proposal evaluations shall also include an analysis for unbalanced pricing as referenced in FAR 15.404-1(g). A determination of unbalanced pricing may lead to the rejection of the offeror as permitted in FAR 15.404-1(g)(3).

(3) Relatively low prices will also be evaluated to determine whether there is a risk of default in the event of award to that offeror. If the Government determines that there is an unreasonably high risk of default, such a determination may serve as the basis for non-selection.

(4) Any programmatic risk to mission success, e.g., technical, schedule, cost, safety, occupational health, security, export control, or environmental, will be evaluated. Risks may result from the offeror's technical approach, manufacturing plan, selection of materials, processes, equipment, or as a result of the cost, schedule, and performance impacts associated with its approach. Risk evaluations shall consider the

probability of the risk occurring, the impact and severity of the risk, the timeframe when the risk should be addressed, and the alternatives available to meet the requirements. Risk assessments shall be captured as part of strengths, weaknesses, deficiencies, and numerical or adjectival ratings. Identified risks and the potential for cost impact shall be considered in the price evaluation.

(5) The overall price for evaluation purposes will be the sum of the prices proposed for Contract Line Items 001, 002, 003, 004, 005, 006, and 007 in Section B.1 of the solicitation. The Government will review the proposed option prices for Items 008, 009, 010, 011 and 012 in accordance with FAR 52.217-5, Evaluation of Options.

(6) Evaluation of options shall not obligate the Government to exercise such options.

(End of text)

[END OF SECTION M]