PART I – THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1852.216-78 FIRM-FIXED-PRICE. (DEVIATION) (DEC 2025)

NOTE: This clause applies exclusively to Contract Line Item Numbers (CLINs) 001 and 002 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

The total firm-fixed-price of this contract is:

CLIN	DESCRIPTION	FIRM FIXED PRICE
001	Flight Instruments	**$[TBP]**
002	Post Delivery Support	**$[TBP]**
*TOTAL FIRM FIXED PRICE:		**$[TBP]**

(End of clause)

GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED. (APR 2023)

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 Statement of Work (SOW), incorporated as Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addresses
1	Deliverables in accordance with Attachment A, SOW	As Defined in Attachment A - SOW	As Defined in Attachment A - SOW	As Defined in Attachment A - SOW
2	**CLIN 001** XRIS Flight Model 1 (FM-1)	As Defined in Attachment A, SOW; Section 1.1 and Section 6	As Defined in Attachment C, CDRL	As Defined in Attachment C, CDRL
3	**CLIN 001** XRIS Flight Model 2 (FM-2)	As Defined in Attachment A, SOW; Section 1.1 and Section 6	As Defined in Attachment C, CDRL	As Defined in Attachment C, CDRL
4	**CLIN 001** Engineering Development Unit (EDU)	As Defined in Attachment A, SOW; Section 6.1.1	As Defined in Attachment C, CDRL	As Defined in Attachment C, CDRL

PART I – THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Item	Description	Reference	Schedule	Delivery Method/Addresses
5	**CLIN 001** Spares	As Defined in Attachment A, SOW; Section 6.2	As Defined in Attachment C, CDRL	As Defined in Attachment C, CDRL
6	**CLIN 001** Two (2) sets of Electrical System Test Equipment (ESTE)	As Defined in Attachment A, SOW; Section 7.1.1	As Defined in Attachment C, CDRL	As Defined in Attachment C, CDRL
7	**CLIN 001** Four (4) XRIS Emulators	As Defined in Attachment A, SOW; Section 7.1.2	As Defined in Attachment C, CDRL	As Defined in Attachment C, CDRL
8	**CLIN 001** Ground Processing Development Systems (1)	As Defined in Attachment A, SOW; Section 7.3	As Defined in Attachment C, CDRL	As Defined in Attachment C, CDRL
9	**CLIN 001** Additional XRIS Instrument Mechanical and Electrical Ground Support Equipment (MGSE and EGSE)	As Defined in Attachment A, SOW; Section 7.2 and Section 7.1.4	As Defined in Attachment C, CDRL	As Defined in Attachment C, CDRL
10	Reports of Work	Section C GSFC 52.235-91 Section H NFS 1852.235-73 (DEVIATION)	As Required in Clause GSFC 52.235-91	As specified in Clause GSFC 52.235-91
11	**CLIN 002** Post Delivery Support, Tests, and Reviews	As Defined in Attachment A, SOW; Sections 9 and 10	As Defined in Attachment C, CDRL	As Defined in Attachment C, CDRL
12	**CLIN 004** Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Attachment A, SOW and Individual Task Orders Issued against CLIN 004	As Specified in Individual Task Orders Issued against CLIN 004	As Specified in Individual Task Orders Issued against CLIN 004
13	**CLIN 001** Task Plans	Section B Supplemental Task Ordering Procedures Section I NFS 1852.216-80 (DEVIATION)	As Required in Clause NFS 1852.216-80 (DEVIATION)	As specified in individual task orders against CLIN 004

PART I – THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Item	Description	Reference	Schedule	Delivery Method/Addresses
14	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72 (DEVIATION) GSFC 52.246-94	At Time of Delivery	Hard copy/CO, COR, and Receiving & Inspection
15	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.225-73 NFS 1852.225-74 Attachment J	Foreign Travel Requests–30 days in Advance of Travel Foreign Travel Reports–Due within 10 business days of the completion of travel.	As specified in CO's travel approval
16	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO
17	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78 (DEVIATION)	Within 10 Days of Annual Physical Inventory	Property Administrator
18	Reporting of Inventions	Section G NFS 1852.227-72 NFS 1852.227-70 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic Format / New Technology Reporting System (e-NTR), https://invention.nasa.gov/
19	Small Business Subcontracting Plan Reporting	Section H GSFC 52.219-90 Section I NFS 1852.219-75	ISR–Semi-Annual (May 15th and November 14th) and Final SSR–Annual (November 14th)	Electronic Format/ Electronic Subcontract Reporting System (eSRS), http://www.esrs.gov or http://www.sam.gov
20	Safety & Health Reporting	Section H NFS 1852.226-71 NFS 1852.226-73 GSFC 52.223-91	Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)
21	Organizational Conflicts of Interest (OCI) Plan	Section I NFS 1852.237-72 (DEVIATION) Section J Attachment O	30 Days after Contract Effective Date	Electronic Format/CO

PART I – THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Item	Description	Reference	Schedule	Delivery Method/Addresses
22	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic Format/CO
23	FASCSA Reporting	Section I FAR 52.240-91	As specified by FAR 52.240-91	As specified by FAR 52.240-91
24	Time And Materials Orders Summary Reports	Section H Time and Materials (T&M) Orders Summary Reporting	As specified by Time and Materials (T&M) Orders Summary Reporting clause	As specified by Time and Materials (T&M) Orders Summary Reporting clause

NOTE: Unless otherwise specified, “day” means “calendar day”.

(End of clause)

GSFC 52.216-95 HOURLY RATES AND CONTRACT CEILING PRICE. (SEP 2017)

NOTE: This clause applies exclusively to CLIN 004 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

The hourly rates for computation of payment and the contract ceiling price referred to in FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts" of this contract are set forth in **Attachment L, Time-and-Materials Rates Matrices**.

The cumulative ceiling price of CLIN 004 is not-to-exceed (NTE) **$350,000**. There will be a ceiling price specified in each individual task order.

CLIN	DESCRIPTION	T&M NTE CEILING PRICE
004	Additional Engineering Analysis	**$350,000**
TOTAL T&M CEILING PRICE:		**$350,000**

(End of clause)

GSFC 52.217-91 OPTION FOR INCREASED QUANTITY. (SEP 2013)

In accordance with the Option for Increased Quantity--Separately Priced Line Item clause of this contract, the Government may increase the quantity of items as follows:

PART I – THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN 003 PRE-PRICED CHANGE OPTIONS (PPC)			
Option	Description	Period of Performance	Firm Fixed Price Amount
1 (CLIN 003)	PPC 1: Observatory Delivery Delay per SOW, Section 10.1.1	First 30-day delivery delay	$[TBP]
		Second 30-day delivery delay	$[TBP]
		Third 30-day delivery delay	$[TBP]
		Fourth 30-day delivery delay	$[TBP]
		Fifth 30-day delivery delay	$[TBP]
		Sixth 30-day delivery delay	$[TBP]
2 (CLIN 003)	PPC 2: Observatory Environmental Testing Support Delay per SOW, Section 10.1.2	First 15-day testing delay	$[TBP]
		Second 15-day testing delay	$[TBP]
		Third 15-day testing delay	$[TBP]
		Fourth 15-day testing delay	$[TBP]
		Fifth 15-day testing delay	$[TBP]
		Sixth 15-day testing delay	$[TBP]
3 (CLIN 003)	PPC 3: Pre-Priced Change Option 3: Launch Delay, Observatory Storage, and Post-Storage Testing per SOW, Section 10.1.3	First delay (14 – 90 days)	$[TBP] (daily rate)
		Second delay (14 – 90 days)	$[TBP] (daily rate)
		Third delay (14 – 90 days)	$[TBP] (daily rate)
		Fourth delay (14 – 90 days)	$[TBP] (daily rate)
4 (CLIN 003)	PPC 4: Extended Launch Delay, Observatory Storage, and Post-Storage Testing per SOW, Section 10.1.4	First delay (6 months – 12 months)	$[TBP] (monthly rate)
		Second delay (6 months – 12 months)	$[TBP] (monthly rate)
		Third delay (6 months – 12 months)	$[TBP] (monthly rate)
		Fourth delay (6 months – 12 months)	$[TBP] (monthly rate)

This option may be exercised by the Contracting Officer by written notice to the Contractor within the time period specified in FAR clause 52.217-7, "Option for Increased Quantity--Separately Priced Line Item" of this contract.

(End of clause)

PART I – THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SUPPLEMENTAL TASK ORDERING PROCEDURES

NOTE: This clause applies exclusively to CLIN 004 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

(a) When the Government issues a request for a "task plan" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate required to perform the task order requirements. The Contractor shall use only those appropriate labor categories and loaded labor rates as well as other specified rates, which may be less than but shall not exceed the rates found in **Attachment L, Time & Materials Rates Matrices**, to calculate the proposed price for all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(b) Reserved.

(End of text)

CONTRACT FUNDING (TIME AND MATERIALS)

NOTE: This clause applies exclusively to CLIN 004 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

(a) For payment purposes, the total amount allotted by the Government to each task order will be **$TBD by task order** and the total amount allotted to CLIN 0004 is **$TBD**. It is contemplated that funds presently allotted to each task order will cover the work to be performed until **TBD by task order**. It is anticipated that from time to time additional funds will be allocated to each task order until the task order ceiling price and eventually the CLIN 0004 ceiling price is reached.

(b) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to any termination clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the task order or contract. The notice shall include the content required in contract clause 1852.232-77, LIMITATION OF FUNDS (FIXED PRICE CONTRACT), Section (c)(3).

(c) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract or task order is terminated pursuant to the termination clauses of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue

performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the contract termination clauses notwithstanding.

(d) When additional funds are allotted from time to time for continued performance of the work under each task order, the parties shall agree on the applicable period of performance to be covered by these funds. The terms of paragraphs (b) and (c) above, shall apply to these additional allotted funds and substituted date pertaining to them, and the task order shall be modified accordingly.

(e) Nothing in this clause shall affect the right of the Government to terminate this contract or task orders pursuant to any termination clause on contract.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this clause are limited to the work on and allotment of funds for the items set forth in paragraph (a). This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(End of text)

[END OF SECTION B]

PART I – THE SCHEDULE
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

GSFC 52.211-91 SCOPE OF WORK. (FEB 2016)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the Supplies and/or Services To Be Provided clause of this contract in accordance with the Statement of Work (Attachment A), Task Orders issued hereunder, and all other referenced requirements.

The Contractor shall provide all the personnel, materials, and facilities, except otherwise specified in this contract, necessary to perform all requirements within the Section J clause GSFC 52.211-101 LIST OF ATTACHMENTS.

The Contractor shall provide all the personnel, materials, and facilities, except otherwise specified in this contract, necessary to complete all Contract Line Item Number (CLIN) items in accordance with the Statement of Work (Attachment A), task orders, and all other referenced requirements. The CLINs are defined in the Statement of Work (Attachment A) and are listed below:

CLIN 001	Flight Instruments (FFP)
CLIN 002	Post Delivery Support (FFP)
CLIN 003	Pre-Priced Change Options (FFP)
CLIN 004	Additional Engineering Analysis (T&M)

(End of clause)

GSFC 52.227-90 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE. (MAR 2008)

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following: **NONE.**

(End of clause)

GSFC 52.235-91 REPORTS OF WORK (CORE). (MAR 2022)

(a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished during each month of contract performance. Reports shall address the accomplishments and progress of all work performed the month being reported. The report shall be in narrative form and brief in content. The report shall include a description of technical accomplishments and status of deliverables. Also, the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance

and proposed corrective actions. Also the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period.

(b) Final Report. The Contractor shall submit a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include, as appropriate, tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the contract.

(c) Submission. The Contractor shall submit the reports required by this clause as follows:

Copies	Report Type	Addressee	Mail Code
1	M, F	Contracting Officer (CO)	171
1	M, F	Contracting Officer's Representative (COR)	490

[M=Monthly Report, F=Final Report]

(d) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report shall be submitted within 30 days after completion of the contract.

(End of clause)

[END OF SECTION C]

PART I – THE SCHEDULE
SECTION D - PACKAGING AND MARKING

1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT. (DEVIATION) (DEC 2025)

(a) The Contractor must identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor must identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment must be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor must provide the following data in an electronic spreadsheet format:

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause must be delivered to the NASA center receiving activity listed below:

NASA Goddard Space Flight Center
Building 35, Code 279
Greenbelt MD 20771

(f) The contractor must include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

[END OF SECTION D]

PART I – THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE

Clauses incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.246-6 INSPECTION- TIME-AND-MATERIAL AND LABOR HOURS. (MAY 2001) ALTERNATE I (APR 1984)

52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT - FIXED-PRICE. (AUG 1996)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

[Paragraph (a): ISO 9001 compliant, Aerospace Standard (AS) 9001 compliant]

52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

(End of by reference clauses)

1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS. (DEVIATION) (SEP 2025)

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

ITEM	QUALITY ASSURANCE FUNCTION	LOCATION
As specified in Attachment D – Mission Assurance Requirements		

(End of clause)

1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (DEVIATION) (SEP 2025)

(a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The form(s) must be prepared and distributed as follows:

PART I – THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE

1. Via e-mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

2. Via e-mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

3. With shipment in waterproof envelope (one copy) for the consignee.

4. If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or GSFC/Wallops Flight Facility (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to the following address:

   Receiving and Inspection (Code 279)
   Goddard Space Flight Center
   Greenbelt, MD 20771.

(b) The Contractor must prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor must enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which must 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 must list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor must 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)

GSFC 52.246-93 ACCEPTANCE -- LOCATION(S). (APR 2022)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Item No.	Deliverable	Location	Authorized Representative
1	Services and Deliverables in accordance with Attachment A, SOW	As defined in Attachment A, SOW	Contracting Officer or Contracting Officer’s Representative

2	XRIS Flight Model 1 (FM-1)	Spacecraft Contractor's Facility	Contracting Officer's Representative
3	XRIS Flight Model 2 (FM-2)	Goddard Spaceflight Center (Greenbelt, MD)	Contracting Officer's Representative
4	Engineering Development Unit (EDU)	Instrument Contractor's Facility	Contracting Officer's Representative
5	Spares and built up and test sub-assemblies	Instrument Contractor's Facility	Contracting Officer's Representative
6	Two (2) sets of Electrical System Test Equipment (ESTE)	Instrument Contractor's Facility	Contracting Officer's Representative
7	Four (4) XRIS Emulators	Instrument Contractor's Facility (1 unit) Spacecraft Contractor's Facility (3 units)	Contracting Officer's Representative
8	Ground Processing Development Systems (1)	Instrument Contractor's Facility	Contracting Officer's Representative
9	Additional XRIS Instrument Mechanical and Electrical Ground Support Equipment (MGSE and EGSE)	Instrument Contractor's Facility	Contracting Officer's Representative
10	Reports of Work	NASA/GSFC	Contracting Officer's Representative
11	Post Delivery Support, Tests, and Reviews	NASA/GSFC	Contracting Officer's Representative
12	Services and Deliverables in accordance with Task Orders Issued and the SOW (CLIN 004)	As defined in Attachment A, SOW	Contracting Officer or Contracting Officer's Representative
13	Task Plans	NASA/GSFC	Contracting Officer
14	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	NASA/GSFC	Contracting Officer's Representative
15	Foreign Travel Requests and Foreign Travel Reports	NASA/GSFC	Contracting Officer
16	Requests for Government Property	NASA/GSFC	Contracting Officer

Item No.	Deliverable	Location	Authorized Representative
17	Physical Inventory of Capital Personal Property Reporting	NASA/GSFC	Property Administrator
18	Reporting of Inventions	New Technology Reporting System (e-NTR), https://invention.nasa.gov	New Technology Representative or Patent Representative
19	Small Business Subcontracting Plan Reporting	Electronic Subcontract Reporting System (eSRS), https://www.esrs.gov or https://ww.sam.gov	Contracting Officer (CO)
20	Safety & Health Reporting	NASA Mishap Information System (NMIS)	GSFC Safety Division, Code 360
21	Organizational Conflicts of Interest (OCI) Plan	NASA/GSFC	Contracting Officer (CO)
22	Subcontract Notification	NASA/GSFC	Contracting Officer (CO)
23	FASCSA Reporting	As specified by FAR 52.240-91	Contracting Officer (CO)
24	Time & Materials Orders Summary Reports	As specified by Time and Materials (T&M) Orders Summary Reporting clause	As specified by Time and Materials (T&M) Orders Summary Reporting clause

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

GSFC 52.246-94 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED. (APR 1989)

NASA FAR Supplement clause 1852.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

All items except for 2 – 9 identified in Section B, Clause GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED. (APR 2023).

(End of clause)

PART I – THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE

GSFC 52.246-102 INSPECTION SYSTEM RECORDS. (APR 2013)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for six (6) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

[END OF SECTION E]

PART I – THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

Clauses incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.242-15 STOP-WORK ORDER. (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

52.247-34 F.O.B. DESTINATION. (JAN 1991)

(End of by reference clauses)

GSFC 52.217-92 PERIOD OF PERFORMANCE (JAN 2014)

The period of performance of this contract shall be for a period starting from the contract effective date through 15 months after launch of the second Flight Model (FM-2) (estimated January 2034).

a) The delivery date for Flight Model 1 (FM-1) is **November 2029**, with an anticipated launch date of October 2032.

b) The delivery date for Flight Model 2 (FM-2) is **May 2030**, with an anticipated launch date of January 2034.

The effective ordering period of this contract shall be from the contract effective date through 15 months after launch of FM-2 (estimated January 2034).

(End of clause)

GSFC 52.247-95 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING. (FEB 2016)

Shipment of the items required under this contract shall be to:

Item	Deliverable	Quantity	Address	Marked For
2	XRIS Flight Model 1 (FM-1)	1	Spacecraft Contractor's Facility (Boulder, CO)	Code 490
3	XRIS Flight Model 2 (FM-2)	1	Goddard Spaceflight Center (Greenbelt, MD)	Code 490

PART I – THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

Item	Deliverable	Quantity	Address	Marked For
4	Engineering Development Unit (EDU)	1	Instrument Contractor's Facility	Code 490
5	Spares	1 Lot	Instrument Contractor's Facility	Code 490
6	Electrical System Test Equipment (ESTE)	2	Instrument Contractor's Facility	Code 490
7	XRIS Emulators	4	Instrument Contractor's Facility (1 unit); Spacecraft Contractor's Facility (3 units)	Code 490
8	Ground Processing Development Systems	1	Instrument Contractor's Facility	Code 490
9	Additional XRIS Instrument Mechanical and Electrical Ground Support Equipment (MGSE and EGSE)	1 Lot	Instrument Contractor's Facility	Code 490

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If any of the above shipping addresses are to the Goddard Space Flight Center, Greenbelt, Maryland, delivery personnel must first stop at Receiving Officer Building 35 to provide a copy of the receiving report (DD 250) to Receiving personnel before making delivery to the on-site location(s) specified above. If this is a fixed price type contract, failure to provide the DD 250 to Receiving may result in reduction or non-payment by the Government of any interest penalty under the Prompt Payment Act.

(End of clause)

[END OF SECTION F]

PART I – THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

Clauses incorporated by reference:

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.225-73 TRAVEL OUTSIDE OF THE UNITED STATES. (FEB 2026)

1852.225-74 EMERGENCY MEDICAL SERVICES AND EVACUATION. (FEB 2026)

1852.227-70 NEW TECHNOLOGY—OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION. (DEVIATION) (JAN 2026)

1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (DEVIATION) (JAN 2026)

1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-FURNISHED PROPERTY. (DEVIATION) (DEC 2025)

1852.245-75 PROPERTY MANAGEMENT CHANGES. (DEVIATION) (DEC 2025)

1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (DEVIATION) (DEC 2025)

(End of by reference clauses)

1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT. (APR 2018)

(a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.

(b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information Web site at:

https://www.nssc.nasa.gov/vendorpayment.

Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c) *Payment requests.*

(1) The payment periods are stipulated in the payment clause(s) contained in this contract.

(2) Vouchers submitted under cost type contracts and invoices submitted under fixed-price contracts shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:

(i) *Vouchers.*

(A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.

(B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.

(C) Indirect rate(s) used to calculate the amount of billed indirect expenses.

(D) Progress reports, as required.

(ii) *Invoices.*

(A) Description of goods and services delivered as part of the contract's terms and conditions, including the dates of delivery/performance.

(B) Progress reports, as required.

(C) Date goods and services were performed.

(iii) *Fee vouchers.*

(A) Listing of all provisionally billed fee by period or date earned since contract award.

(B) A reconciliation of all billed and earned fee.

(C) A clear explanation of the fee calculations.

(d) *Non-electronic payment requests.* The Contractor may submit a non-electronic voucher/invoice using the steps for non-electronic payment requests described at:

https://www.nssc.nasa.gov/vendorpayment

when any of the following conditions are met:

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor.

(2) The contract includes provisions allowing the contractor to submit vouchers or invoices using the steps for non-electronic payment. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoice within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.

(f) *Other payment clauses.* In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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

(End of clause)

1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245–1. (DEVIATION) (DEC 2025)

For performance of work under this contract, the Government will make available Government property identified in **Attachment G** of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245–1, Government Property, as incorporated in this contract. The Contractor must use this property in the performance of this contract at the Contractor's facility and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245–1, the Contractor is accountable for the identified property.

(End of clause)

GSFC 52.216-100 Individuals Authorized To Issue Orders. (MAR 2022)

NOTE: This clause applies exclusively to CLIN 004 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

The following personnel are authorized to issue orders under this contract. All designated personnel are employed by the NASA Goddard Space Flight Center unless otherwise indicated:

Contracting Officer, Code 171

(End of clause)

PART I – THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

[END OF SECTION G]

PART I – THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

Clauses incorporated by reference:

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.226-71 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING. (FEB 2026)

1852.226-73 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2026)

1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION. (DEVIATION) (SEP 2025)

1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEVIATION) (AUG 2025)

(End of by reference clauses)

1852.225-70 EXPORT LICENSES. (DEVIATION) (DEC 2025)

(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 120-130, and the Export Administration Regulations (EAR), 15 CFR parts 730-799, 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 Goddard Space Flight Center, 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)

PART I – THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT). (MAR 1989)

(a) Of the total price of Contract Line-Item Number 1 (CLIN 001 Flight Instruments), the sum of **$TBD** is presently available for payment and allotted to this contract. Of the total price of Contract Line Item Number 2 (CLIN 002 Post Delivery Support), the sum of **$TBD** is presently available for payment and allotted to this contract. Of the total price of Contract Line Item Number 3 (CLIN 003 Pre-Priced Change Options, the sum of **$TBD** is presently available for payment and allotted to this contract. It is anticipated that from time-to-time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

Funds shall be allotted in accordance with **Attachment F - Funding Profile** and **Attachment M –Milestone Payment Events, Performance-Based Payment Schedule, and Completion Criteria.**

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **TBD**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimated date when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a). This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

PART I – THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

GSFC 52.211-100 CONTRACTOR PROPOSED ENHANCEMENTS. (SEP 2013)

The Contractor shall provide the enhancements that are described in **Attachment P**. These enhancements, which are over and above the requirements required by the contract terms and conditions, Statement of Work and other contract attachments, were proposed by the Contractor in the proposal submitted in response to the Request for Proposal (RFP) 80GSFC26R0006 for X-Ray Irradiance Sensor (XRIS). The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and requirements in the Statement of Work and other contract attachments. The Contractor shall perform these enhancements on all work performed, unless specifically waived by the Contracting Officer in writing.

(End of clause)

GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS. (NOV 2021)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan", is included in this contract. The agreed to Subcontracting Plan required by the clause is included as **Attachment K** to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9 Small Business Subcontracting Plan, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at http://esrs.gov or www.sam.gov.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than May 15th and November 14th each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final ISR must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs) (formerly known as the Standard Form 295), in accordance with the instructions listed in the eSRS, available at http://esrs.gov or www.sam.gov and in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan of this contract.

The SSRs must be submitted electronically in eSRS on an annual basis. This report must be submitted no later than November 14th each year for the twelve month period ending September 30.

e. Subcontractor Reporting

FAR clause 52.219-9 Small Business Subcontracting Plan requires that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

GSFC 52.223-91 SAFETY AND HEALTH ADDITIONAL REQUIREMENTS. (NOV 2019)

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.226-71, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.226-71 shall be to Goddard Space Flight Center Safety Division, Code 360, Telephone 301-356-3224 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and GSFC-OccSafetyOffice@mail.nasa.gov and entered into the NASA Mishap Information System (NMIS) within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NMIS. Specify incidents (mishaps and close calls) and man-hours worked/month. Access to NMIS must be requested through the NASA Access Management System (NAMS) within 30 days of the contract effective date at https://idmax.nasa.gov. Until access is approved, use the Contractor Monthly Statistics Report

Template available at http://safety1st.gsfc.nasa.gov under Contractor Safety and e-mail the completed form to **Christopher Quinn (christopher.d.quinn@nasa.gov)**.

(End of clause)

GSFC 52.227-93 APPLICABILITY OF RIGHTS IN DATA - SPECIAL WORKS. (MAR 2008)

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items):

Any data requested by the Government for any legitimate government use.

(End of clause)

GSFC 52.227-99 RIGHTS IN DATA. (NOV 2018)

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL—Alternate II and Alternate III as modified by NASA FAR Supplement 1852.227-14 and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS, if applicable, and GSFC 52.227-93.

(End of clause)

LAUNCH DELAYS.

The delivery schedule and/or period of performance of this contract is based upon a spacecraft launch date of **October 2032**. In the event of a Government-directed delay of the launch date, the Contracting Officer may inform the Contractor, in writing or by exercising the Pre-Priced Change Option as priced out in Section B. If the Government does not exercise a Pre-Priced Change Option and utilizes the authority of this clause, the Government will allow the Contractor to submit a proposal for the effect of this delay on the cost, delivery schedule, or other terms of the contract. This may result in an equitable adjustment to the estimated cost, fee(s), if any, and delivery schedule or period of performance. Failure to agree to an adjustment shall be considered as a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as extended. In the event of a launch delay the Government reserves the right to exercise a launch delay option as stated in GSFC 52.217-91 Option for Increased Quantity clause in Section B, the authority of this clause, or a combination of both during contract performance.

(End of text)

PERFORMANCE-BASED PAYMENT EVENTS AND COMPLETION CRITERIA.

In accordance with Section I clause 52.232-32 PERFORMANCE BASED PAYMENTS, upon successful completion of an event, the contractor may request performance-based payments. The performance-based payments shall be based on the major events and the interim events identified in Section J, **Attachment M** - Milestone Payment Events, Performance-Based Payment Schedule, and Completion Criteria. The percentages are based on the total value of the firm-fixed price contract (CLIN 001 and CLIN 002). The total percentage of payments for all events, both interim and major, shall not exceed 90%.

The Contracting Officer and Contracting Officer's Representative shall unilaterally determine the Contractor's completion of each event. The determination of event completion will include, but is not limited to, the completion criteria described in Attachment A - Statement of Work, Attachment C – Contract Deliverable Requirements List, and the applicable completion criteria listed in Section J, Attachment M - Milestone Payment Events, Performance-Based Payment Schedule, and Completion Criteria. Completion of each milestone shall require that the Contractor continue to comply with the terms of the contract, including the Statement of Work. Determination of event completion and payment shall not be considered acceptance of work completed and shall not relieve the Contractor of responsibility for performance under the terms and conditions of this contract. Generally, payment events shall be paid in succession. All preceding payment events shall be successfully completed before payment will be made for the next payment event, unless the prior written consent of the Contracting Officer is obtained.

Additional Engineering Analysis (CLIN 004) services are Time & Materials and are not included in Attachment M. CLIN 004 must be invoiced separately and paid in accordance with Clause GSFC 52.216-95 - Hourly Rates and Contract Ceiling Price and 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts.

(End of text)

TIME AND MATERIALS (T&M) ORDERS SUMMARY REPORTING

NOTE: This clause applies exclusively to CLIN 004 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

The Contractor shall submit a monthly summary report specifying the invoiced amount associated with each Time and Materials (T&M) type order issued. The summary shall include the order number, current monthly invoiced amount, inception to date (ITD) labor hours expended by labor category multiplied by contract schedule rates, next months planned labor hours by labor category

multiplied by the contract schedule rates, estimate at completion versus order ceiling price, ITD onsite expended labor hours, ITD offsite expended labor hours plus subcontractor labor hours, and ITD total expended labor hours. Other direct costs shall be provided in an itemized list for purchases of materials, travel, and miscellaneous costs.

Monthly reports shall be submitted in an electronic format using Microsoft Excel by the 15th day of the month following the month being reported. If the order is issued beyond the middle of a month, the first monthly report shall cover the period from issuance of the order until the end of the following month. The Contractor shall submit the reports required by this clause as follows:

Copies	Addressee	Mail Code
1	Contracting Officer	171
1	Contracting Officer's Representative (COR)	490
1	Resource Analyst	155

(End of Text)

[END OF SECTION H]

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

Clauses incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.202-1 DEFINITIONS. (JUN 2020)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUN 2020)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)

52.203-14 DISPLAY OF HOTLINE POSTER(S). (NOV 2021)

Paragraph (b)(3) insert: Inspector General Hotline Posters may be obtained from https://oig.nasa.gov/hotline.html

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (DEVIATION) (SEPT 2025)

52.204-13 SYSTEM FOR AWARD MANAGEMENT - MAINTENANCE. (DEVIATION) (NOV 2025)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED. (NOV 2025)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (DEVIATION) (NOV 2025)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (DEVIATION) (NOV 2025)

52.210-1 MARKET RESEARCH. (DEVIATION) (NOV 2025)

52.211-5 MATERIAL REQUIREMENTS. (DEVIATION) (JUN 2025)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS. (APR 2008)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (DEVIATION) (NOV 2025)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (DEVIATION) (NOV 2025)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (DEVIATION) (NOV 2025)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (DEVIATION) (NOV 2025)

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.215-14 INTEGRITY OF UNIT PRICES. (NOV 2021)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (DEVIATION) (NOV 2025)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (DEVIATION) (NOV 2025)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (NOV 2025)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (DEVIATION) (NOV 2025) ALTERNATE III (OCT 1997) ALTERNATE IV (DEVIATION)(NOV 2025)

52.216-7 ALLOWABLE COST AND PAYMENT. (DEVIATION) (NOV 2025)

NOTE: This clause applies exclusively to CLIN 004 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS. (OCT 1997)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (DEVIATION) (NOV 2025)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (DEVIATION) (FEB 2026)

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (DEVIATION) (NOV 2025)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (DEVIATION) (NOV 2025)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (DEVIATION) (NOV 2025)

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.222-3 CONVICT LABOR. (DEVIATION) (NOV 2025)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (DEVIATION) (NOV 2025)

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES. (DEVIATION) (NOV 2025)

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT. (DEVIATION) (NOV 2025)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (DEVIATION) (NOV 2025)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (DEVIATION) (NOV 2025)

52.222-37 EMPLOYMENT REPORTS ON VETERANS. (DEVIATION) (NOV 2025)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEVIATION) (NOV 2025)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (DEVIATION) (NOV 2025)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (DEVIATION) (NOV 2025)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (DEVIATION) (NOV 2025) ALTERNATE I (DEVIATION) (NOV 2025)

52.225-1 BUY AMERICAN - SUPPLIES. (DEVIATION) (NOV 2025)

52.225-8 DUTY-FREE ENTRY. (OCT 2010)

52.226-7 DRUG-FREE WORKPLACE. (MAY 2024)

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (MAY 2024)

52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020) ALTERNATE I (APR 1984)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (JUN 2020)

52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR. (MAY 2014)

52.227-14 RIGHTS IN DATA - GENERAL. (MAY 2014)

52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

52.227-17 RIGHTS IN DATA - SPECIAL WORKS. (DEC 2007)

52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS. (MAY 2014)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

52.232-1 PAYMENTS. (APR 1984)

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (NOV 2021)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)

52.232-11 EXTRAS. (APR 1984)

52.232-17 INTEREST. (MAY 2014)

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

52.232-25 PROMPT PAYMENT. (JAN 2017)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (MAR 2023)

52.233-1 DISPUTES. (DEVIATION) (NOV 2025)

52.233-3 PROTEST AFTER AWARD. (DEVIATION) (NOV 2025)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (DEVIATION) (NOV 2025)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS. (DEVIATION) (NOV 2025)

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)

52.242-13 BANKRUPTCY. (JUL 1995)

52.243-1 CHANGES - FIXED-PRICE. (DEVIATION) (JUN 2025) ALTERNATE II (JUN 2025) ALTERNATE V (DEVIATION) (JUN 2025)

52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (DEVIATION) (JUN 2025)

52.243-6 CHANGE ORDER ACCOUNTING. (DEVIATION) (JUN 2025)

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.243-7 NOTIFICATION OF CHANGES. (DEVIATION) (JUN 2025)

[Paragraph (b): within 10 calendar days]
[Paragraph (d): within 14 calendar days]

52.244-2 SUBCONTRACTS. (JUN 2020)

[Paragraph (d): TBD]
[Paragraph (j): TBD]

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEVIATION) (NOV 2025)

52.245-1 GOVERNMENT PROPERTY. (SEP 2021)

52.245-9 USE AND CHARGES. (APR 2012)

52.246-23 LIMITATION OF LIABILITY. (FEB 1997)

52.246-26 REPORTING NONCONFORMING ITEMS. (AUG 2024)

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. (DEVIATION) (NOV 2025)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (DEVIATION) (SEP 2025)

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (DEVIATION) (SEP 2025)

1852.215-84 OMBUDSMAN. (NOV 2023)

1852.216-89 ASSIGNMENT AND RELEASE FORMS. (DEVIATION) (DEC 2025)

NOTE: This clause applies exclusively to CLIN 004 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS. (APR 2015)

1852.219-77 NASA SMALL BUSINESS SUPPLIER DEVELOPMENT PROGRAM. (DEVIATION) (FEB 2026)

1852.219-79 MENTOR REQUIREMENTS AND EVALUATION. (DEVIATION) (FEB 2026)

1852.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (APR 2015).

1852.227-14 RIGHTS IN DATA—GENERAL (APR 2015).

1852.228-75 MINIMUM INSURANCE COVERAGE. (DEVIATION) (SEP 2025)

NOTE: This clause applies exclusively to CLIN 001, CLIN 002, and CLIN 003 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

1852.235-70 NASA SCIENTIFIC AND TECHNICAL INFORMATION (STI) COMPLIANCE AND DISTRIBUTION SERVICES. (DEVIATION) (AUG 2025)

1852.237-72 ACCESS TO SENSITIVE INFORMATION. (DEVIATION) (DEC 2025)

1852.237-73 RELEASE OF SENSITIVE INFORMATION. (DEVIATION) (DEC 2025)

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

1852.246-74 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE. (DEVIATION) (SEP 2025)

(End of by reference clauses)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed January 2038.

(End of clause)

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES. (NOV 2025) (DEVIATION)

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS. (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine

whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not -

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that -

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed

any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

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

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

NASA FAR Supplement (NFS) clauses:
https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

1852.216-80 TASK ORDERING PROCEDURE. (DEVIATION) (DEC 2025)

NOTE: This clause applies exclusively to CLIN 004 as authorized and defined in GSFC 52.211-91 SCOPE OF WORK.

(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 date:

(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 **seven (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 acknowledgement of receipt to the contracting officer within **five (5)** 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 are 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.

(End of clause)

1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA. (DEVIATION) (DEC 2025)

(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)

1852.240-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (DEVIATION) (JAN 2026)

(a) The contractor must protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information or Controlled Unclassified Information (CUI), for NASA in support of NASA's

missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the contract. Specific implementation requirements will be addressed in the contract data requirements description. For policy information considered sensitive, the documents will be identified as such in the contract and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3)Federal Information System (FIS). The term "Federal information system" means an information system used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency (40 U.S.C. 11331)

(4) Information System Security Plan (i.e., System Security Plan, IT Security Plan, or Security Plan) means a formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.

(d) Contractors that process, store, or transmit federal information or operate information systems on behalf of the federal government must meet the same security and privacy requirements as federal agencies. The contractor must develop and submit an Information Security Plan when operating a FIS or maintaining or collecting information for the purpose of processing, storing, or transmitting federal information, and those activities are not incidental to providing a service or product to the Government. Such FIS plans are to be accomplished in accordance with the current version of NASA Procedural Requirements (NPR) 2810.1 Security of Information and Information Systems. The security plan and Authorization to Operate (ATO) must be in place before any system may operate in the NASA environment. When the contractor does not operate a FIS but receives, process, transmits, or stores NASA information in performance of the contract, the contractor must attest to the ability to secure NASA information within its own IT/information system.

(e) The contractor must afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access must be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards

to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime. The contractor must report immediately upon notification any incident involving NASA information on non-federal (contractor) systems.

(f) The contractor must provide the name and contact information for the contractor's IT Security point of contact during phase in of the contract. Contractor employees requiring physical access to NASA facilities or electronic access to NASA systems must complete the NASA Cybersecurity and Privacy Awareness Training.

(g) The contractor must insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENT
SECTION J - LIST OF ATTACHMENTS

GSFC 52.211-101 LIST OF ATTACHMENTS. (NOV 2022)

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

Attachment	Description	Date	Approx. No. of Pages (including the cover page)
A	Statement of Work (SOW)	Jan. 13, 2026	52
B	Requirements Specification (SPEC)	Jan. 9, 2026	105
C	Contract Deliverable Requirements List (CDRL)	Jan. 13, 2026	84
D	Mission Assurance Requirements (MAR)	Jan. 13, 2026	34
E	Radiation Hardness Assurance Requirement Document (RHARD)	Jan. 13, 2026	25
F	Funding Profile	**TBS	**TBS
G	Government Furnished Property (GFP)	Aug. 21, 2025	7
H	[RESERVED]		
I	[RESERVED]		
J	Requirements Statements List	Feb. 27, 2026	7
K	Small Business Subcontracting Plan	**TBS	**TBS
L	Time-and-Materials Rates Matrices	**TBS	**TBS
M	Milestone Payment Events, Performance-Based Payment Schedule, and Completion Criteria	**TBS	11
N	Non-Technical Contract Data Requirements List, including Data Requirements Description (DRD)	Oct. 1, 2025	16
O	Organizational Conflicts of Interest (OCI) Plan	*TBS	*TBS
P	Contractor Proposed Enhancements	**TBS	**TBS
Q	Quality Assurance Plan	**TBS	**TBS

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENT
SECTION J - LIST OF ATTACHMENTS

TBS = To Be Submitted

TBP = To Be Proposed

*TBS within 30 days of the contract effective date

**TBS with proposal

(End of clause)

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

Clauses incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2024)

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS - REPRESENTATION. (JAN 2017)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (OCT 2014)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION. (DEVIATION) (NOV 2025)

52.225-2 BUY AMERICAN CERTIFICATE. (OCT 2022)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS. (DEVIATION) (NOV 2025)

(End of by reference clauses)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES. (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____

_____

_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

OFFEROR RECOMMENDATIONS

Item	Quantity	Price quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (NOV 2025) (DEVIATION)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded

(*ii*) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (DEVIATION) (NOV 2025)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means -

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in -

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (DEVIATION) (NOV 2025)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that -

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS. (OCT 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it -

(1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS - CERTIFICATION. (DEVIATION) (NOV 2025)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification. [Offeror shall check either (1) or (2).]*

[ ] (1) The Offeror certifies that -

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a

determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless -

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has -

(i) Waived application under U.S.C. 2593e (d) or (e); or

(ii) Determined under 22 U.S.C. 2593e (g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e (b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (NOV 2025) (DEVIATION)

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

Economically disadvantaged women-owned small business (EDWOSB) concern concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336414**.

(2) The small business size standard is **1300**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.* (1) The offeror represents as part of its offer that—

(i) it [ ] is, [ ] is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.*]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not, a women-owned small business disadvantage business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.*]

(6) HUBZone joint venture eligible under the HUBZone Program. *[Complete only if the offeror is a HUBZone small business concern]*. The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be —

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION. (OCT 2014)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

Minority institution means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) *Representation.* The offeror represents that it -

[ ] is [ ] is not a historically black college or university;

[ ] is [ ] is not a minority institution.

(End of provision)

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*] -

[ ] None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[ ] 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)

1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION. (DEVIATION) (DEC 2025)

(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]

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Clauses incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.204-7 SYSTEM FOR AWARD MANAGEMENT. (DEVIATION) (NOV 2025)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE. (APR 2008)

Any contract awarded as a result of this solicitation will be □ DX rated order; ☒ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY. (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (DEVIATION) (NOV 2025)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA. (DEVIATION) (NOV 2025) ALTERNATE III (OCT 1997), ALTERNATE IV-DEVIATION (DEVIATION) (NOV 2025)

52.216-29 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS - OTHER THAN COMMERCIAL ACQUISITION WITH ADEQUATE PRICE COMPETITION. (NOV 2021)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS. (DEVIATION) (JAN 2026)

1852.227-84 PATENT RIGHTS CLAUSES. (APR 2015)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

1852.233-70 PROTESTS TO NASA. (DEVIATION) (SEP 2025)

(End of by reference clauses)

52.216-1 TYPE OF CONTRACT. (NOV 2025)

The Government contemplates award of a **Firm Fixed Price and Time & Materials** hybrid contract resulting from this solicitation.

(End of provision)

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):

Federal Acquisition Regulation (FAR) clauses:
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

NASA FAR Supplement (NFS) clauses:
https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR chapter 18) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

1852.215-81 PROPOSAL PAGE LIMITATIONS. (APR 2015)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the solicitation provision noted under the Reference heading.

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	**I**	**GSFC 52.215-203**	**None**
Mission Suitability Volume	**II**	**GSFC 52.215-210**	**45 Pages**
Cover Page, Mission Suitability Matrix, Table of Contents, Time-Phased Activity and Milestone Schedule, Master Equipment List (MEL), and Small Business Subcontracting Plan, and List of Acronyms			**Excluded**
Specifications (SPEC) Compliance Matrix	**II.a**		**50 additional pages**
Quality Assurance Plan (QAP), including the Mission Assurance Requirements Compliance Matrix	**II.b**		**Excluded**
Price Volume	**III**	**GSFC 52.215-227**	**Mixed**
Exhibits 1 through 3			**None**
Past Performance Volume	**IV**	**GSFC 52.215-231**	**25 Pages****

Information from the Offeror			**25 Pages****
Cover Page, Indices, Table of Contents, List of those sent Past Performance Questionnaires, Small Business Subcontracting Plan History, Customer Evaluations, Termination/Descope information, and List of Acronyms			**Excluded**

*Prime Offeror individually and each Significant Subcontractor individually.

**Prime Offeror and all Significant Subcontractors (page limitation is for the total component (Prime and Significant Subcontractors)).

(2) When page limitations apply to a volume or specific section, a page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Office Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Electronic foldout pages count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used. The excel exhibits provided are formatted using 9-12 point type Arial font.

Diagrams, tables, artwork, and photographs may be reduced and, if necessary, run landscape to eliminate oversize pages. Text in Diagrams, schedules, charts, tables, artwork, and photographs shall be no smaller than 10 point type Times New Roman font. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). Proposal sections that do not have an associated page limit should be strictly limited to the information described as part of that section. Regardless of where it appears in the proposal, information construed as belonging in a page-limited section of the proposal will be so construed and count against that section's page limit.

(4) The Government intends to evaluate proposals and award contract(s) 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 discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government.

(End of provision)

1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION. (DEVIATION) (DEC 2025)

(a) The offeror must identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror must provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror must identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror must identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror must also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (April 2012), and the contact information for the responsible Government Contracting Officer. The offeror must provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror must disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror must identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list must include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror must disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure must identify the end item or system and must include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times: **N/A**

(End of provision)

1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY. (DEVIATION) (DEC 2025)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror must notify the Government, as part of its proposal, of its intention to use or not use the property.

See **Attachment G** – Government Furnished Property.

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror must notify the Government of its intention to use or not use the property.

None.

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

GSFC 52.215-201 PROPOSAL PREPARATION - GENERAL INSTRUCTIONS. (APR 2022)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in Attachment A - Statement of Work (SOW), Attachment B – Specification (SPEC); Attachment C - Contract Deliverables Requirements List (CDRL), Attachment D – Mission Assurance Requirements (MAR) and Attachment E - Radiation Hardness Assurance Requirements Document (RHARD). Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title
I	Offer Volume
II	Mission Suitability Volume
III	Price Volume
IV	Past Performance Volume

(2) Prime Offerors and proposed Significant Subcontractors for Price Volume proposal purposes defined as any subcontract that is likely to exceed 15% of the proposed contract value shall include one (1) additional separately packaged hardcopy of their Price Volume proposal, marked “Enter correct RFP number/NASA Proposal Evaluation Material,” which the Government may use for audit support purposes

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the Offeror’s name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Each proposal volume shall be submitted in a single searchable Adobe Portable Document Format (PDF) file (compatible with ADOBE Reader version DC or 2017), with appropriate

bookmarks. For Price volume exhibits required to be submitted in Microsoft Office Excel format (described below), spreadsheets shall also be converted to PDF, in the most readable manner practicable, and submitted as part of a single PDF file for Volume III.

As indicated above, the Price Volume exhibits shall also be provided in Excel format (compatible with Excel 2016). While the RFP provides these exhibits in PDF format, instructions for converting from PDF format to Excel can be found in the Price Volume Instructions provision. Offerors shall submit all exhibits in Excel and the exhibits shall contain all formulas.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the evaluation criteria being addressed, and contain a table of contents aligned with the RFP evaluation criteria. This table of contents is excluded from the page limitations contained in paragraph (b)(1) below.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(End of provision)

GSFC 52.215-203 OFFER VOLUME. (APR 2022)

This must be a separate volume.

(a) *STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K*

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the System for Awards Management (SAM) web site accessed through https://www.acquisition.gov. The balance of the solicitation 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 in the Summary of Exceptions. **All SF 33s require original or electronic signatures.**

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of **180 days**. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names, phone numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) *SUMMARY OF EXCEPTIONS*

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, new terms, conditions, and/or clauses, including any proposed benefit to the Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.108-71), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(c) *ADDITIONAL INFORMATION TO BE FURNISHED*

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative

office for accumulating and reporting incurred costs. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must specifically assert such an intended reliance for the performance of this contract and must demonstrate a convincing basis for using that system as a source for determining their own adequacy in this proposal volume. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system.

Offerors who do not have an adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) Contract Administration

Furnish the information listed below:

a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.

b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.

c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime Offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns).

(5) Government Property

Offerors shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. Section L of this solicitation contains NFS provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The information regarding the Offeror's Government

property management procedures required by these two provisions shall be included in this volume. However, if an analysis of the Offeror's property management policies, procedures, practices, and systems has not been previously performed by the Government, the Offeror shall describe their internal processes, systems, procedures, records, and methodologies to be employed to ensure effective and efficient control of Government property under this contract in accordance with the requirements specified in FAR 52.245-1, Government Property.

(6) Waiver of Rights to Inventions

This solicitation contains NFS clause 1852.227-70, "New Technology—Other than a Small Business Firm or Nonprofit Organization" and NFS provision 1852.227-71, "Request for Waiver to Rights to Inventions". Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

(7) Subcontractor Listing

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the subcontract value associated with each entity.

(End of Provision)

FINANCIAL CAPABILITY ASSESSMENT (DEC 2024)

For purposes of the Government making a responsibility determination, the offeror shall submit the following Financial Capability Disclosure information as **Enclosure 2**, under **Offer Volume I**, in support of the Government's financial capability assessment.

The offeror shall demonstrate adequate financial resources to perform the prospective contract or demonstrate an ability to obtain the adequate financial resources, as required by FAR 9.104-1(a).

The offeror shall submit financial statements for the three most recent and complete fiscal years and the most recent interim accounting period if applicable.

The offeror shall provide the following statements for the offeror, and the offeror's parent corporation (if applicable):

- Annual Reports including audit opinions,
- Balance Sheets, Income Statements,
- Statements of Retained Earnings, and

- Statements of Cash Flows.

Offerors shall clearly label all financial statements as audited or un-audited and the date, if applicable, of any certification of the financial statements by the responsible company official; and clearly disclose and explain all off-balance sheet arrangements and related party transactions.

If the offeror is newly established company without financial statements, it shall provide historical tax returns and projected income statements, balance sheets and cash flows.

If a teaming arrangement, joint venture, or other business combination is contemplated, the offeror shall provide a copy of the teaming arrangement and shall disclose each participant's responsibility for financial management of the venture, funding requirements, limitation of liabilities, and any other information which describes the business arrangement.

The offeror shall submit details of both internal and external funding mechanisms, including any proposed investments, letters of commitment from investors, and available lines of credit.

The offeror shall provide all bank term sheets or loan covenants agreements.

For offerors with parent or holding companies, the offeror shall include the parent company's or holding company's guarantee of all necessary and required resources including financing to assure the offeror's full, complete and satisfactory performance of the contract.

Finally, depending upon whether the offeror is privately or publicly-held, the offeror's Financial Capability Disclosure shall also include the following additional information to support the Government's financial responsibility determination:

Privately-Held:

1. Certificate or Articles of Incorporation and Bylaws, including all amendments.
2. Legal entity structure, function of all divisions, subsidiaries, or affiliated entities.
3. A management and organizational chart listing executives and officers.
4. List of all options, warrants and other rights to acquire equity securities.

Publicly or Privately-Held:

1. Schedule of insurance policies in effect covering property of the Company and any other insurance policies in force.
2. Comparison of planned corporate fiscal year budget to actual (summary and detail) for last fiscal year and current fiscal year to date.
3. Capital budget.

If the offeror proposes as a joint venture or consortium, the offeror shall provide a Financial Capability Disclosure for all principal member companies or organizations.

(End of Statement)

(End of Provision)

GSFC 52.215-210 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE). (MAY 2022)

(a) The offeror's response to the requirements of this factor shall be submitted as a separate proposal volume.

(b) The volume shall be specific, detailed, and complete to clearly and fully demonstrate the offeror's understanding of the Mission Suitability subfactor requirements delineated in paragraph (d) below and the offeror's approach to effectively and efficiently accomplish those requirements, including full explanations of the techniques and procedures to be employed and the resources necessary to perform as proposed. Stating the offeror understands and will comply with the requirements, or paraphrasing the requirements is not acceptable. In addition, statements such as "standard procedures will be employed," or "well-known techniques will be used," are not acceptable. Information may not be incorporated by reference.

Enhancements:

Although the Government does not encourage/discourage enhancements to the contract's technical performance documents (e.g. Statement of Work, Specification, etc.), Offerors may choose to propose performance enhancements. In order for the Government to consider a proposed enhancement's value, the Offeror must clearly define the enhancement(s) in Contract **Attachment P**, "Contractor Proposed Enhancements," in performance work statement (PWS) language in accordance with the PWS instructions in Attachment A. In addition, the Offeror must describe the associated benefit(s) of the proposed enhancement(s) in its Mission Suitability Volume under the applicable Mission Suitability subfactor(s). The Offeror shall include Contract Attachment P as part of the model contract in the Contract Volume of the proposal. The Offeror may receive credit for the proposed enhancement(s) only to the extent of its description in Attachment P, and the associated benefits explained in its Mission Suitability Volume. Inconsistent statements about any enhancement(s) in an Offeror's proposal may result in a neutral or negative evaluation by the Government. Any enhancement(s) may result in a positive, neutral, or negative evaluation in spite of the Governments right to waive an enhancement(s) during contract performance in accordance with the GSFC 52.211-100, "Contractor Proposed Enhancements," clause in Section H of the contract. If the successful offer does not include any proposed enhancements, GSFC clause 52.211-100 and Attachment P will be removed from the resultant contract.

(c) Mission Suitability Volume Format
The Mission Suitability Volume must be divided and presented by each section as follows:

- Volume II: Cover Page, Mission Suitability Matrix, Table of Contents, Time-Phase Activity and Milestone Schedule, Master Equipment List (MEL), and Small Business Subcontracting Plan, and List of Acronyms.
- Volume II.a: SPEC Compliance Matrix
- Volume II.b: Quality Assurance Plan (QAP) (including the Mission Assurance Requirements Compliance Matrix)

Offerors shall include a table detailing where in your proposal all information specified in Clause GSFC 52.215-210 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE) are contained. This table will be used by the evaluators to better understand the specific structure of your proposal. This table will not be counted against the page limit of the Mission Suitability proposal.

(d) Mission Suitability Instructions
The paragraph numbers and indentations/bullets within these instructions should not be construed as any indication of priority, weighting, or as any establishment of elements of lower level criteria. The numbering and indentations/bullets are provided only for clarity, traceability, and ease of reading between Mission Suitability Sections L and M.

1. MISSION SUITABILITY

1.1. Technical Approach
The Offeror shall discuss its understanding of the requirements and how they would accomplish the work. The Offeror shall provide an overview of its proposed approach and solution. The Offeror shall provide a discussion of the proposed instruments technical performance for the performance requirements required in Section 4.1 of the Specification, Attachment B. The Offeror shall discuss heritage approaches, designs, and requirement verification approaches, that will be employed for the X-Ray Irradiance Sensor instrument development, delivery, verification, and during performance.

1.2. Risk Management Approach and Risk Mitigation
The Offeror shall analyze and discuss all potential or expected technical, technological, and programmatic risks, including but not limited to, risks associated with new technology, cost, schedule, staffing, partners/subcontracts, manufacturing, material acquisition, supply chain, parts/assemblies/materials spares and obsolescence, access to resources, facilities, and expertise.

The Offeror shall provide a matrix showing ranking of risk (e.g., high, medium, low), probability of occurrence, program impact and risk mitigation approach.

1.3. Model Strategy

The Offeror shall identify and describe any engineering units (e.g., breadboards, brass board, subassemblies, assembly fidelity, etc.) to be built and tested. The Offeror shall discuss its life-testing program, including schedule. The Offeror shall discuss how these engineering units will be utilized. The Offeror shall identify and discuss long lead procurements, including which long lead procurements, if any, must be placed prior to completion of engineering unit testing.

1.4. Contractor Standard Practices

The Offeror shall describe any Contractor Standard Practices it intends to use to fulfill the requirements in the XRIS Specification. The Offeror shall discuss how its Contractor Standard Practices will ensure XRIS performance will be met.

1.5. Magnetic Cleanliness

The Offeror shall explain its proposed strategy/approach to proactively assure meeting the X-Ray Irradiance Sensor instrument Magnetic field cleanliness requirements as identified in DID SE-16, Magnetic Control Plan.

1.6. Algorithm and Calibration Coefficient Development

The Offeror shall explain its proposed strategy/approach to sensor processing algorithm and calibration factors development and verification as described in DIDs I&T-5 Calibration Program Plan, I&T-6 Calibration Data Books, OPS-4 Ground Processing Algorithms Test and Validation Plan, and OPS-5 Ground Processing Algorithm Document.

1.7. Class C with 5-Year Operational Life

The Offeror shall explain its proposed strategy/approach to developing and meeting NASA Payload Risk Classification C for a 5-year mission operational life at the Lagrange-1 orbit to include the approach to system reliability assumptions and assessments as described in DIDs MA 4-4, and MA 4-5, Reliability Predictions, and Limited Life Items List, and the design approach to parts/components selection, redundancy, and cross-strapping methods.

1.8. Specification Compliance

The Offeror shall provide a matrix to demonstrate compliance with the X-Ray Irradiance Sensor Specification, Attachment B. The offeror's proposed matrix shall indicate if each requirement is met, exceeded, or not met. For any requirements exceeded, the Offeror shall provide details and explain the extent of the performance benefit. For any non-conformances or non-compliances, the Offeror shall provide details and discuss the impact on overall performance. The Government, in

its sole discretion, may accept a proposal containing such minor non-compliance(s) or minor non-conformance(s), though minor non-compliance(s)/non-conformance(s) may be the subject of an evaluation finding.

1.9. Management Approach

The Offeror shall describe in detail its overall management approach for the proposed activities. The Offeror shall describe the management methods that will be used in performing work on the contract and shall also describe plans for facilitating communication with Government personnel.

1.10. Schedule

The Offeror shall provide a detailed schedule consistent with the requirements in DID RM-3, at the instrument and subsystem level, showing the critical path for the development of the Coronagraph from contract award through delivery of all flight models (FM). The Offeror shall define all slack/float for all major aspects of the schedule. Offerors are encouraged to propose a schedule that can be completed earlier than the contract requirements, if that schedule can be adequately supported.

1.11. Supply Chain and Subcontractor Management

The Offeror shall describe its proposed strategy for supply chain and subcontractor management. The Offeror shall discuss plans for addressing any problems or non-conformances that arise because of the proposed suppliers and subcontractors.

1.12. Quality Assurance

The Offeror shall submit a written Contractor Quality Assurance Plan (QAP) that shall identify the Offeror’s approach to ensuring quality services throughout the duration of the contract. Specifically, the Offeror shall identify its procedure(s) for continually monitoring, surveilling, identifying and correcting deficiencies. The QAP shall describe the Offeror's method(s) (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The QAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the services to be provided. The Offeror shall include a preliminary Mission Assurance Requirements Compliance Matrix as required by DID MA 1-1 within the QAP. The QAP will be incorporated into the contract as an **Attachment Q**.

1.13. Small Business Utilization (SBU)

All Offerors, except small businesses, shall complete the portion of the instructions under Small Business Subcontracting specific to Small Business Subcontracting Plans. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses shall indicate the

amount of effort proposed to be done by a small business either at the prime level or at the first-tier subcontract level.

All Offerors (small businesses and other than small businesses) shall respond to the Commitment to Small Business Program.

(A) Small Business Subcontracting Plan
(1) This solicitation contains FAR clause 52.219-9 Small Business Subcontracting Plan. (JAN 2025)". The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with the proposal.
(2) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of the TOTAL CONTRACT VALUE, is as follows:

Small Businesses (SB)	2.0%
Small Disadvantaged Business (SDB) Concerns	0.1%
Women-Owned Small Business (WOSB) Concerns	0.2%
Historically Black Colleges and Universities (HBCU)/ Minority Serving Institutions (MSI)	0.1%
HUBZone Small Business (HBZ) Concerns	0.1%
Veteran-Owned Small Business (VOSB) Concerns	0.1%
Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns	0.1%

(3) The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. When appropriate, an Offeror may discuss plans to phase-in small business concerns, explaining the rationale for the phase-in schedule. If the Offeror anticipates that it will not meet the proposed small business goals by the time the Offeror submits its first Individual Subcontracting Report (ISR) for this effort as required by FAR clause 52.219-9, Small Business Subcontracting Plan, the Offeror should discuss its approach to include a timeline for meeting these goals and the associated rationale.

(4) Offerors are encouraged to propose goals that are equivalent to or greater than those that the Contracting Officer has recommended. However, Offerors shall perform their own independent assessments of the small business subcontracting opportunities and are encouraged to propose goals exceeding the recommended goals where practical.

(5) The Plan that the Offeror submits with its proposal shall be incorporated in Section J as **Attachment K** in the resulting contract. The requirements in the Plan shall flow down to first tier large business subcontracts expected to exceed $700,000 (or $1,500,000 for construction of a public facility).

Although these first-tier large business subcontractors are encouraged to meet or exceed the stated goals, NASA recognizes that the subcontracting opportunities available to these subcontractors may differ from the recommended goals in the solicitation based upon the nature of their respective performance requirements.

(6) Offerors are advised that a proposal will not be rejected solely because the Plan submitted does not meet the NASA recommended goals listed in paragraph (a) (2) above in terms of percent of the TOTAL CONTRACT VALUE. NASA will consider the amount of work that the prime contractor plans to perform when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during contract performance to increase participation in that category.

(7) In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I, FAR clause 52.219-9, Offerors shall complete Exhibit 3, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provide a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of the TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A PERCENT OF TOTAL SUBCONTRACTS, NOT AS A PERCENT OF THE TOTAL CONTRACT VALUE, REFER TO THE BELOW EXAMPLE)
Example of Subcontracting Goals as expressed in both the Total Contract Value and Planned Subcontract Value for a Total Contract value of $100M and planned subcontract value of $50M.

	Column A	***Column B***	***Column C***
Category	**Percent of Total Contract Value**	**Dollar Value**	**Percent of Subcontracting Value**
Small Business (SB) Concerns	25 percent	$25,000,000	50 percent
Other than Small Business Concerns	N/A	$25,000,000	50 percent
Total Dollars to be Subcontracted	N/A	$50,000,000	100 percent

The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.			
Small Disadvantaged Business (SBD) Concerns	5.5 percent	$5,500,000	11 percent
Women-Owned Small Business (WOSB) Concerns	9 percent	$9,000,000	18 percent
Historically Black Colleges and Universities (HBCU)/Minority Serving Institutions (MSI)	1.5 percent	$1,500,000	3 percent
HUBZone (HBZ) Small Business Concerns	1.5 percent	$1,500,000	3 percent
Veteran-Owned Small Business (VOSB) Concerns	2.5 percent	$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns	1.5 percent	$1,500,000	3 percent

The Offeror proposes small business subcontracting goals as a percentage of the Total Contract Value in column A.
Then based on the $100 million Total Contract Value, the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9, would be as indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of $50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 would be recorded in column C.

(B) Commitment to the Small Business Program
(1) All Offerors must briefly describe the work that small businesses will perform to meet the stated requirements. Proposals shall also identify any work to be subcontracted that is considered "High Technology." "High Technology" is defined as research and development efforts that are within or

advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is known, Offerors shall describe the work that each subcontractor will perform and specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments). (Small Business Offerors shall provide this information to the extent that subcontracting opportunities exist in their approach to performing the requirement.)

(3) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided shall include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Other than Small Business Offerors, this information shall conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(4) The NASA Small Business Supplier Development Program is designed to incentivize NASA large prime contractors to assist a Small Disadvantaged Business, a Women-Owned Small Business, a HUBZone Small Business, a Veteran-Owned or Service-Disabled Veteran-Owned Small Business, or Historically Black College and University/Minority Serving Institution in enhancing their capabilities to perform NASA contracts and subcontracts, foster the establishment of long-term business relationships between these entities and NASA large prime contractors, and increase the overall number of these entities that receive NASA contract and subcontract awards. Provide a description of the prime's planned participation in the NASA Small Business Supplier Development Program.

(e) Offerors shall ensure the information submitted in this volume is consistent with information submitted in other volumes, as applicable.

(End of text)

GSFC 52.215-227 PRICE VOLUME INSTRUCTIONS (HARDWARE). (MAY 2022)

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of certified cost or pricing data is <u>not</u> required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data

and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

(a) Instructions

Final monetary extensions in the Price Volume proposal should be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any, shall be included in the price, regardless of whether or not duty free certificates are obtained.

The Price Volume exhibits provided in the RFP are in Portable Document Format (PDF). Prior to completing the Price Volume exhibits, Offerors shall convert the .PDF file to Microsoft Office Excel either using Adobe Acrobat DC or manually recreate each individual exhibit. (Note: Previous versions of Adobe Acrobat will not properly convert the PDF file to the Excel format.) To convert the exhibits using Adobe Acrobat DC use the following steps:

(1) Open the Price Volume exhibits .PDF file in Adobe Acrobat DC.

(2) Click on the Export PDF tool in the right pane.

(3) Choose spreadsheet as your export format, and then select Microsoft Excel Workbook.

a. Under the "Save As XLSX Settings" window, ensure that following selections are made:

i. Under Excel Workbook Settings ensure "Create Worksheet for each Page" is selected.

ii. Under Numeric Settings ensure "Detect decimal and thousands separators using regional settings."

iii. Under Text Recognition Settings ensure "Recognize text if needed" is selected.

1. Ensure "English" is the selected language.

b. Click "OK"

(4) Click Export.

(5) Name the Excel file and save it in a desired location.

(b) Price Volume Proposal Format

(1) <u>FIRM FIXED PRICE (CLIN 001 - CLIN 003)</u>

Exhibit 1A shall provide the Firm Fixed Price for CLIN 0001 and CLIN 002 consistent with its technical proposal. Exhibit 1B shall provide the Firm Fixed Price for CLIN 003 consistent with its technical proposal. Offerors shall provide supporting information explaining the rationale for the proposed Firm Fixed Price, including the key assumptions and conditions that significantly affect the price. The information should be limited to high-level descriptions of major price drivers and should not include cost buildup data or estimating detail. Final monetary extensions in the Firm Fixed Price amounts should be expressed as the closest whole dollar amount, with cents omitted. Duty charges, if any, shall be included in the price, regardless of whether or not duty-free certificates are obtained.

(2) TIME AND MATERIALS (CLIN 004)

In **Attachment L**, the Offeror shall propose, by Contract Year, fully loaded (loaded through profit) direct labor rates for all labor categories necessary to meet the Additional Engineering Analysis specifically mentioned in the Statement of Work (SOW) Attachment A, Section 11. Further, the Offeror shall provide Position Qualifications and descriptions for all proposed direct labor categories in Attachment L.

(3) MILESTONE PAYMENT SCHEDULE

The Offeror shall complete and submit **Attachment M**, Milestone Payment Events, Performance-Based Payment Schedule, and Completion Criteria. Performance events shall be meaningful efforts and actions. Performance-based payment amounts shall be commensurate with the value of the performance event. The total percentage of payments proposed for all events, both major and interim, shall not exceed 100% of the Total Firm Fixed Price value. The cumulative payment percentage for any fiscal year must not exceed the Cumulative Funding Profile of Attachment F, Funding Profile.

In addition, the Offeror shall complete **Exhibit 2** and the Milestone Payment Schedule table shall include all major payments events defined in Attachment M.

(4) FUNDING PROFILE

The Offeror shall complete and submit **Attachment F** - Funding Profile showing cumulative funding/cash flow requirements by Government Fiscal Year (GFY). Attachment F - Funding Profile shall only include CLIN 001 and CLIN 002 (i.e., excludes CLIN 003 and CLIN 004).

(5) SMALL BUSINESS SUBCONTRACTING PLAN GOALS

As addressed in the Mission Suitability Volume Instructions provision Subfactor 1.13, the Offeror shall complete **Exhibit 3**, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of the TOTAL CONTRACT VALUE and

a percent of TOTAL PLANNED SUBCONTRACTS. The proposed dollar value cited in both columns of Exhibit 3 shall be the same only the percentages will be different.

(End of provision)

GSFC 52.215-231 PAST PERFORMANCE VOLUME (HARDWARE). (FEB 2025)

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed contract.

(a) *INFORMATION FROM THE OFFEROR*

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a total cost/fee incurred of $2M that your company has had within the last 5 years of the RFP release date.

Joint Venture (JV) prime Offerors should provide at least one of the past performance referenced contracts required above in the name of the JV. If the JV is newly established and cannot provide past performance referenced contracts in the name of the JV, then past performance referenced contracts from individual prime partners of the JV should be submitted for consideration, with at least one of the JV past performance references from each JV partner. For the purposes of the Past Performance Volume, a Small Business Supplier Development Program prime partner proposed as part of a Small Business Supplier Development Program prime JV, shall follow the instructions for a significant subcontractor in this provision.

A proposed significant subcontractor for the past performance volume is defined as any proposed subcontractor that is estimated to meet/exceed a total cost/fee of $ 1M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a total cost/fee incurred of at least 25% of the total estimated dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at a total value of $100M and a proposed significant subcontractor for the

effort has a total proposed cost/fee of $30M, the Offeror shall provide relevant current/past contract references that have a total cost/fee incurred at/above $7.5M (25% of $30M) for that significant subcontractor.

If a Prime Offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the total cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The Offeror shall provide an estimated value and percentage of work to be performed on this contract by the Prime Offeror and each significant subcontractor. Indicate the primary functions (SOW, WBS, etc) to be performed by the Prime Offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The Offeror shall provide the following information on all past/current contract references that meet the above criteria for the Prime Offeror and each significant subcontractor:

- Customer's name, E-mail address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror's performance record. *(Please verify the information provided is current and correct).*
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable. Address the amount of subcontracted work/personnel compared to the proposed subcontract approach for this effort.

- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) *PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)*

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as **Enclosure 1** to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government Contracting Officer via email. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted, via email to **suzanne.k.sierra@nasa.gov** no later than the closing date of this solicitation designated in Block 9 of the SF 33.

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, e-mail address, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(End of provision)

GSFC 52.233-2 GSFC MODIFICATION TO FAR 52.233-2 -- SERVICE OF PROTEST. (NOV 2025)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sisyln Barrett, Sislyn.P.Barrett@nasa.gov

(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)

ELECTRONIC SUBMISSION OF PROPOSALS – PROPOSAL MARKING AND DELIVERY THROUGH NASA's EFSS BOX (NOV 2024)

(a) The offeror shall submit its proposal via NASA's Enterprise File Sharing and Sync Box (EFSS Box), a FedRAMP Moderate certified platform. Electronic submissions shall not contain hidden formulas, tables, be locked, be password protected, or contain links to data not included in the electronic copy. All electronic submissions should be searchable and should not contain scanned documents, except those documents that must be provided in their native format (e.g., signature pages, prior award fee letters for past performance, DCAA/DCMA approval letters, as applicable). The offeror shall ensure documents are free from viruses and malware, as documents determined by NASA to contain a virus or malware will not be opened or evaluated. Subcontractors may submit their required proposal information separately using the instructions in this provision. The

offeror shall ensure subcontractor submissions are made no later than the date and time specified for proposal submission and comply with all solicitation instructions.

(b) Prior to the submission of proposal files, offerors interested in submitting a proposal in response to this solicitation should notify Daniel Han of their intent to submit a proposal at least 48 hours prior to the intended submission date, at the following email address: daniel.s.han@nasa.gov. The offeror shall courtesy copy (cc) Suzanne Sierra at suzanne.k.sierra@nasa.gov on this communication. Offerors, especially those that have not previously submitted a proposal utilizing NASA's EFSS Box, should coordinate the submission of a test file with Suzanne Sierra no less than 5 days in advance of the proposal due date specified in the solicitation to allow time to work through any submission issues.

(c) The offeror shall submit all proposal files to:

https://nasagov.app.box.com/f/cdd30512f29a4cd7a8e42be1bffebc64

The offeror shall follow instructions regarding proposal submission found at:

https://www.hq.nasa.gov/office/procurement/other/EFSS-Box-Offeror-Proposal-Submission-Instructions.pdf.

(d) Offerors should electronically submit their proposals not later than 3:00 p.m. Eastern Time one working day prior to the date specified for receipt of proposals, if offerors seek to coordinate with the contracting officer regarding the proposal's receipt. NASA is not required to verify proposal receipt prior to the submission deadline.

(e) Offerors are encouraged to include all individual proposal files within a single .zip file. Electronic file names shall be limited to letters, numbers, dashes, and single spaces, except for the period that is required before the file extension (e.g., .zip, .pdf), in order to successfully upload and download files from the EFSS Box system. The offeror shall not use special characters "/" or "\" in file names. The offeror shall sequentially number each file and clearly label the contents of the file and include the name of the offeror and subcontractor name (if applicable) in the individual file name. Examples of acceptable individual file names are as follows (not specific to this solicitation):

For Prime offeror Submissions:

1 - Prime offeror name - solicitation number-MS Volume.docx

3 - Prime offeror name - solicitation number - PP Volume.pdf

7 - Prime offeror name - solicitation number Cost-Price Volume.xlsx

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

For Subcontractor Submissions:

1 - Prime offeror name - Subcontractor Name-solicitation number-MS Volume.docx

3 - Prime offeror name - Subcontractor Name - solicitation number - PP Volume.pdf

7 - Prime offeror name - Subcontractor Name - solicitation number Cost-Price Volume.xlsx

Individual files cannot exceed 150GB per file. Submitted files shall not include password protection. Unless specifically authorized by the solicitation instructions, alternate proposal submissions shall not be submitted.

(f) Immediately after all files have been uploaded and the proposal has been submitted in its entirety, the offeror is requested to notify Daniel Han at the following email address:daniel.s.han@nasa.gov with a listing of all documents by filename that were submitted via EFSS Box. The offeror should courtesy copy (cc) Suzanne Sierra at suzanne.k.sierra@nasa.gov on this communication. If any problems are experienced with the EFSS Box system (e.g., login, file transfer), please contact Suzanne Sierra and provide a cc copy to Daniel Han via e-mail as soon as possible.

(g) The offeror is responsible for ensuring its proposal reaches the Government office designated in the solicitation by the date and time specified in the solicitation. The Government is not responsible for any failure attributable to the transmission or receipt of documents. Please note that uploading documents via EFSS Box and the transmission of the files from the offeror to the Government may not be instantaneous. To ensure timely delivery, the offeror is encouraged to submit its proposal at least 24 hours prior to the due date specified in the solicitation. The electronic submission of the proposal shall contain all information required by the solicitation to be determined responsive.

(End of provision)

[END OF SECTION L]

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

Clauses incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.217-5 EVALUATION OF OPTIONS. (DEVIATION) (NOV 2025)

(End of by reference clauses)

GSFC 52.215-300 SOURCE SELECTION AND EVALUATION FACTORS - GENERAL. (SEP 2019)

(a) Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.2, same subject.

The attention of offerors is particularly directed to NFS 1815.108, "Receiving Proposals" and to NFS 1815.108-71, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.103-1, will be used in making source selection.

(b) Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost, and Past Performance. These factors will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.

(c) Relative Order of Importance of Evaluation Factors

The Cost Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

(End of provision)

GSFC 52.215-311 MISSION SUITABILITY EVALUATION FACTOR. (MAY 2022)

(a) In accordance with FAR Subpart 15.3 and NFS Subpart 1815.2, the Government will evaluate the offeror’s demonstrated understanding of the Mission Suitability subfactor requirements and approach for accomplishing those requirements, the appropriateness of the offeror’s proposed resources, and associated programmatic risk. The Government will validate the consistency between all proposal volumes and any inconsistencies identified may indicate a lack of

understanding and adversely impact the offeror's adjectival rating(s) and score. Only that information provided within the proposal will be evaluated; any reference to previously submitted information, if any, will be considered only to the extent the information is resubmitted as part of the proposal. Information incorporated by reference will not be considered or evaluated.

The Government may choose to incorporate any positive aspects of an Offeror's approach to meeting/exceeding contract requirements into the final contract, particularly if any positive proposal area results in Strength or Significant Strength findings in the Mission Suitability evaluation. An Offeror's proposed Mission Suitability approach shall be consistent with its proposed cost/price information.

Mission Suitability will be evaluated using adjectival ratings defined as follows:

ADJECTIVAL RATING	DEFINITIONS
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
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.
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.
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
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.

If an Offeror elects to propose enhancements in accordance with the Mission Suitability Volume instructions in Section L provision GSFC 52.215-210, the Offeror's completed Contract Attachment P, "Contractor Proposed Enhancements," and the description of the associated benefits for each proposed enhancement under the applicable Mission Suitability subfactor, will be evaluated for reasonableness, effectiveness, and overall performance benefit.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

MISSION SUITABILITY

1.1 Technical Approach

NASA will evaluate the Offeror's technical approach, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.1, for effectiveness, comprehensiveness, reasonableness, applicability, technical performance, and soundness.

1.2. Risk Management Approach and Risk Mitigation

NASA will evaluate the Offeror's risk management and mitigation approach, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.2, for completeness, reasonableness, and effectiveness.

1.3. Model Strategy

NASA will evaluate the Offeror's model strategy, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.3, for reasonableness, effectiveness, soundness, and risk.

1.4. Contractor Standard Practices

NASA will evaluate the Offeror's use of Contractor Standard Practices, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.4, for maturity, soundness, risk, adequacy and effectiveness.

1.5. Magnetic Cleanliness

NASA will evaluate the Offeror's magnetic cleanliness, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.5, for completeness, effectiveness, and maturity.

1.6. Algorithm and Calibration Coefficient Development

NASA will evaluate the Offeror's algorithm and calibration coefficient development, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.6, for completeness, effectiveness, and reasonableness.

1.7. Class C with 5-Year Operational Life

NASA will evaluate the Offeror's Class C with 5-year operational life strategy, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.7, for reasonableness and soundness, effectiveness, robustness, and risk.

1.8. Specification Compliance

NASA will evaluate the Offeror's specification compliance, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.8, for compliance, performance benefit, and impact. It's important to note that major non-conformances or non-compliances can be evaluated as a deficiency, or an unacceptable proposal.

1.9. Management Approach

NASA will evaluate the Offeror's schedule, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.9, for completeness, soundness, efficiency, effectiveness, and reasonableness.

1.10. Schedule

NASA will evaluate the Offeror's schedule, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.10, for completeness, soundness, efficiency, effectiveness, and reasonableness.

1.11. Supply Chain and Subcontractor Management

NASA will evaluate the Offeror's supply chain and subcontractor management, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.11, for completeness, soundness, efficiency, effectiveness, and reasonableness.

1.12. Quality Assurance
NASA will evaluate the Offeror's quality assurance plan, including all areas and information specified in clause GSFC 52.215-210, Mission Suitability, Paragraph 1.12, for completeness and effectiveness.

1.13. Small Business Utilization

NASA will evaluate the Small Business Subcontracting Plan, as required by FAR clause 52.219-9, "Small Business Subcontracting Plan," which applies to all Offerors, except small businesses. The evaluation of Commitment to Small Business Program applies to all Offerors.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

(A) Small Business Subcontracting Plan

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals for first tier subcontractors (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements. NASA will consider the amount of work that the prime contractor plans to perform when determining whether a subcontracting plan is acceptable. The evaluation of the Small Business Subcontracting Plan will be based on TOTAL CONTRACT VALUE.

(2) Since Small Businesses are not required to submit subcontracting plans, NASA will only evaluate the amount of work that the small business prime and any small businesses proposed to perform at the first tier subcontract level. The proposed amount of work that the prime small business and first tier small business subcontractors will perform will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. For small business primes and their first tier subcontractors, individual subcontracting goals by small business categories will not be evaluated.

(B) Commitment to Small Businesses

(1) NASA will evaluate the extent to which the work performed by a small business subcontractor(s) is "high technology" work as defined in NFS 1819.001. NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For Small Business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(3) NASA will evaluate the Offeror's established or planned procedures and organizational structure for small disadvantaged business (SDB) outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. (For Other than Small Business Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For Small Business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(4) NASA will evaluate the Offeror's participation and/or proposed participation in the Small Business Supplier Development Program program and their planned commitment to enter into

Small Business Supplier Development Program agreements to provide appropriate developmental assistance to enhance the Small Business Supplier Development Program partner's ability to perform successfully under contracts and/or subcontracts.

(b) The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies. In accordance with FAR 15.001, weaknesses, significant weaknesses, and deficiencies will be assessed based on the following definitions:

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

Significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Deficiency is 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.

Additionally, strengths and significant strengths will be assessed based on the following definitions:

Strength is an aspect of the proposal that will have some positive impact on the successful performance of the contract.

Significant strength is some aspect of the proposal that greatly enhances the potential for successful contract performance.

(c) The Government will assign adjectival ratings using the adjectival ratings, definitions, and percentile ranges set forth at NFS 1815.305(a)(3)(A).

(End of provision)

GSFC 52.215-327 PRICE EVALUATION FACTOR (HARDWARE). (NOV 2016)

A price analysis will be conducted in accordance with FAR 15.305(a)(1). Price analysis is described at FAR 15.404-1(b). This analysis is done to ensure that a "fair and reasonable" price is paid by the Government. However, the analysis is not intended to be protective of the offeror.

The Price evaluation factor will include an evaluation of the following:

The Government will evaluate the price proposals in accordance with FAR Subpart 15.4, Contract Pricing and may use one or more of the various price analysis techniques and procedures found at FAR 15.404-1(b) to ensure a fair and reasonable price. In accordance with FAR 15.403-3(b), Adequate Price Competition, certified cost and pricing data is not required.

The Government will evaluate the proposed firm-fixed-price for the X-Ray Irradiance Sensor (XRIS), including all deliverable requirements specified in the contract clause entitled, "Supplies and/or Services to be Provided."

For the purposes of source selection, the total evaluated price will consist of the sum of the following:

- CLIN 001 Flight Instruments
- CLIN 002 Post Delivery Support
- CLIN 003 Pre-Priced Change (PPC) Options
- CLIN 004 Additional Engineering Analysis

The total proposed price will be presented to the Source Selection Authority. All price analysis will be performed at the contract level.

(End of provision)

GSFC 52.215-331 PAST PERFORMANCE EVALUATION FACTOR (HARDWARE). (FEB 2025)

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum total cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "Offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the Offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the Offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed less than **5 years** prior to the issuance of this RFP. Contracts completed more than **5 years** prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed a total cost/fee incurred of at least **$2M**.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed a total cost/fee of **$1M**. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed a total cost/fee incurred of at least **25%** of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum cost/fee expenditures criteria, the Government will then determine the degree of relevance - ie., level of pertinence - of the contract based on size and content. The term "content" means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above "recent" and minimum total cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent

or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

Offerors proposing as a joint venture will be evaluated on the past contracts performed by the joint venture and/or its prime joint venture partners. Joint Venture Small Business Supplier Development Program proposals will evaluate the Small Business Supplier Development Program partner as a significant subcontractor.

An Offeror shall not be rated favorably or unfavorably if the Offeror does not have a record of "recent" and "relevant" past performance or if a record of past performance is unavailable. In such cases the offeror will receive a "Neutral" rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror's explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an Offeror's Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

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

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term "pertinent" is equivalent to the term "relevant." The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; 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.

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 with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with 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.

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; 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.

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; adequate results; 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.

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect 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.

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 provision)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

PROSPECTIVE CONTRACTOR RESPONSIBILITY AND ELIGIBILITY STANDARDS (OCT 2021)

(a) The procedures for determining whether prospective contractors and subcontractors are responsible are set forth in Federal Acquisition Regulation (FAR) Subpart 9.1 and NASA FAR Subpart 1809.1. Failure by the offeror to affirmatively demonstrate adequate compliance with the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this acquisition under FAR 9.104-2, will result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. Per FAR 9.103(b), if the prospective contractor is a small business concern, responsibility will be determined in accordance with Subpart 19.6, Certificates of Competency and Determinations of Responsibility. If the prospective contractor is a Section 8(a) participant, see Subpart 19.8.

(b) Additional requirements for eligibility have been established for this acquisition. The Government may communicate with offerors about the eligibility requirement(s) identified below outside of the evaluation process. This communication does not constitute discussions as defined in FAR 15.306. If the following eligibility requirements cannot be made acceptable to the Government, the offeror will be considered ineligible for award:

(1) List of eligibility standards:

ISO 9001 Compliant
Aerospace Standard (AS) 9001 Compliant

(End of text)

[END OF SECTION M]