NOTICE OF INTENT FOR REQUEST FOR PROPOSAL.

This notice is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested, and a written solicitation will not be issued.

Solicitation number **80GRC026R0011** is being issued as a Request for Proposal (RFP) for Glenn Research Center (GRC) Special Test Equipment (STE) for one (1) Custom Thermal Vacuum Chamber (rectangular shaped), one (1) Thermal Shroud, and one (1) Thermal Conditioning Unit (TCU).

This requirement is for full and open competition, and it is not being conducted as a small business set-aside. The associated NAICS code is 332420. The small business size standard is 750 average number of full-time or part-time employees over the last 24 months, as determined by the Small Business Administration (SBA).

This posting, in addition to any attached documents, will be available on www.sam.gov.

Potential offerors will be responsible for downloading their own copy of this combined synopsis/solicitation and amendments (if any).

Electronic proposals submissions are due by **August 7, 2026, 12:00 PM Eastern Time** via email to both Paige.E.Foreman@nasa.gov and Eric.A.DiLisi@nasa.gov. No extensions will be granted.

Prospective offerors are encouraged to notify this office of their intent to submit a proposal. All contractual and technical questions must be submitted electronically via email to both Paige.e.foreman@nasa.gov and Eric.A.DiLisi@nasa.gov no later than **July 24, 2026, 4:30 PM Eastern Time**. Telephone questions will not be answered.

The Government is not responsible for any failure attributable to the transmission or receipt of documents submitted using electronic means, including the missing of any established deadlines.

Failure to submit a complete electronic proposal by the due date and time specified for this RFP shall result in the proposal submission being considered late and shall be handled in accordance with FAR 52.212-1 Instructions to Offerors - Commercial Items (NOV 2025).

Offerors shall provide the information required by FAR 52.212-1, Instructions to Offerors - Commercial Items, (NOV 2025), which is included in full text below, along with additional instructions provided in the Addendum.

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2025)

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that

makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

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

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

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

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

(End of provision)

ADDENDUM TO FAR 52.212-1 — PROPOSAL PREPARATION INSTRUCTIONS

The Offeror's proposal shall be submitted electronically in (2) two separate volumes as outlined below. Proposals that fail to follow these instructions may be excluded from evaluation.

INSTRUCTIONS FOR VOLUME I: TECHNICAL PROPOSAL

The Technical Volume shall not exceed 25 pages total. Pages will be counted based on standard 8.5 x 11-inch paper, single-spaced, with a minimum 11-point font. Foldout pages for schedules or matrices (up to 11 x 17 inches) will count as one page. Cover pages, tables of contents, and the Past Performance section do not count toward the page limit. Volume I: Technical Proposal shall not contain any pricing information. The Technical Volume shall be organized into separate sections and provided as five (5) separate attachments, which correspond to the titles identified as past performance and the subsequent technical evaluation subfactors as listed below:

VOLUME I – A: Past Performance (Pass/Fail Gate)

The offeror shall provide a minimum of one (1), up to three (3), past performance examples of projects completed within the last ten (10) years for similar STE projects (rectangular vacuum chambers of similar size/vacuum capability, similar thermal shroud, TCU, etc.) to this SOW.

For each example, the offeror must identify (at a minimum):

(a) Contract Information
- Contract number, title and client name (Government agency or other company name)
- Contract start and end dates
- Contract total dollar value
- Current contact information (name, phone number, and email) for technical contact (COR or other) and business contact (CO or other)
- Contract Type (fixed-price, cost-plus, time and materials, labor hour, letter contracts, agreements)

(b) Contract Performance
- An assessment of technical performance, management performance and cost control in fulfilling the requirements

- Identify and explain any cost overruns or underruns, completion delays, performance problems, terminations and implemented corrective actions

The Government reserves the right to collect and review any additional past performance information from Government past performance databases, as well as any other sources of information available to the Government.

VOLUME I – B: Subfactor 1 – Technical Approach & Requirements Comprehension

- Provide a detailed narrative explaining the overall technical approach, design concept, and integration plan. Demonstrate existing capability to meet all design requirements.
- Provide detailed plans and methods for seamlessly integrating with NASA proposed APSL facility and utility interfaces and for dealing with constraints related to facility construction timelines.
- Describe the methods, analyses, and design logic used to achieve required performance outcomes.

VOLUME I – C: Subfactor 2 – Design Approach

- Complete description of the STE design, architecture, components, materials, and configuration.
- Provide a copy of the completed compliance matrix included as Attachment 2 of the solicitation referencing all performance requirements.
- Demonstrate understanding of integration requirements and facility utility interface descriptions.
- Confirmation of ability to provide a plan to provide system drawings, schematics, control diagrams, and interface diagrams.
- Confirmation of ability to provide a plan to provide native design and analysis files as outlined in the SOW.

VOLUME I – D: Subfactor 3 – Fabrication and Quality Control

- Fabrication must comply with NASA Standard 8719.17 Revision D and other applicable standards.

- Describe fabrication methods, inspection/acceptance testing processes, and material certification processes.
- Provide ASME "Code Stamp" (ASME "U" Authorization), NBIC "R" Stamp, or documentation that will allow for evaluation by NASA Glenn PSM that clearly conveys equivalent fabrication and quality assurance processes.
- Quality control processes aligned with NASA, ASME, and/or other applicable agency standards.

VOLUME I – E: Subfactor 4 – Project Management and Schedule

- Provide a complete project management plan that includes a realistic schedule identifying design, procurement, fabrication, testing, and that meets delivery milestones meets delivery milestones provided in SOW and attachments.
- Provide organization chart, key personnel roles documenting their relevant previous experience, and managing subcontractor involvement if any are included in plan.

VOLUME II: PRICE PROPOSAL

Volume II: Price Proposal shall be submitted separately from Volume I: Technical Proposal and proposed Firm-Fixed Price (FFP). The price proposal must contain the following information to allow the Government to determine if price is fair and reasonable:

- **SF-1449**
  Submit a fully completed and signed copy of the SF-1449 face page (Blocks 17, 23, 24, and 30).
- **Line-Item Pricing**
  Provide unit pricing and total pricing for all contract line items (CLINs) listed in Box 20 of SF-1449 and also complete Attachment 4 to the solicitation to provide pricing for each milestone payment, and submit it as an attachment with Volume II: Price Proposal.
- **Price Narrative and Basis of Estimate**
  Provide a brief narrative explaining the methodology used to calculate total price. The narrative must break down major cost drivers (such as labor categories, estimated hours, and materials) so the contracting officer can verify that the proposed price is fair and reasonable.

(End of provision)

52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025).

(a) The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforms to the solicitation and represents the Highest Technically Rated with a Fair and Reasonable Price (HTR-FRP).

The Government will not consider tradeoffs between cost or price and non-cost or non-price factors. The highest technically rated proposal meeting all solicitation requirements and offering a fair and reasonable price will be selected for award. The evaluation factors are included below in the addendum to FAR 52.212-2.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before acceptance.

ADDENDUM TO FAR 52.212-2: EVALUATION METHODOLOGY

The HTR-FRP evaluation process will consist of the following three steps:

1) PAST PERFORMANCE (Pass/Fail Gate)

PASS: The offeror's past performance record demonstrates a high probability of successful contract performance. The offeror must provide a minimum of (1) one and up to (3) three example(s) of recent projects, completed within the last (10) ten years that are relevant to performing work similar in scope, size, and complexity of the requirement. (Note: In the event that an offeror cannot provide recent and relevant past performance example(s), the offeror's proposal will be excluded from the HTR pool, will not be evaluated and will receive a "Fail" rating).

FAIL: Offeror's will receive a "Fail" rating if they cannot provide recent and relevant past performance example(s) as requested, or if their past performance record indicates a significant risk of unsuccessful contract performance, or a pattern of poor quality, late deliveries, or poor management on previous projects.

The Government reserves the right to collect and review any additional past performance information from Government past performance databases, as well as any other sources of information available to the Government.

2) TECHNICAL

The following four (4) technical evaluation subfactors will be used to evaluate the technical proposals of each remaining offeror:

Subfactor 1 – Technical Approach & Requirements Comprehension

- Offerors will be evaluated on the details provided in their narrative and overall technical approach, design concept, and integration plan. Offerors must demonstrate and will be evaluated on their existing capability to meet all design requirements.
- Offerors will be evaluated on the details provided in their plans and methods for seamlessly integrating with NASA's proposed APSL facility and utility interfaces and dealing with constraints related to facility construction timeline.
- Offerors will be evaluated on the methods, analyses, and design logic used to achieve required performance outcomes.

Subfactor 2 – Design Approach

- Offerors will be evaluated on the completeness of their description of the STE design, architecture, components, materials, and configuration.
- Offerors will be evaluated on the completeness of the compliance matrix provided by NASA as Attachment 2 to the solicitation referencing all performance requirements.
- Offerors will be evaluated on the understanding of integration requirements and facility utility interface descriptions.
- Offerors will be evaluated on their confirmation of and ability to provide system drawings, schematics, control diagrams, and interface diagrams.
- Offerors will be evaluated on their confirmation of and ability to provide native design and analysis files as outlined in the SOW.

Subfactor 3 – Fabrication and Quality Control

- Offerors will be evaluated on fabrication complying with NASA Standard 8719.17 Revision D and other applicable standards.
- Offerors will be evaluated on fabrication methods, inspection/acceptance testing processes, and material certification processes.
- Offerors will be evaluated on ability to provide ASME "Code Stamp" (ASME "U" Authorization), NBIC "R" Stamp, or documentation that will allow for

evaluation by NASA Glenn PSM that clearly conveys equivalent fabrication and quality assurance processes.

- Offerors will be evaluated on quality control processes aligned with NASA, ASME, and/or other applicable agency standards.

Subfactor 4 – Project Management and Schedule

- Offerors will be evaluated on the completeness of their project management plan that includes a realistic schedule identifying design, procurement, fabrication, testing, and that meets delivery milestones provided in SOW and attachments.
- Offerors will be evaluated on the appropriateness of their organization chart and key personnel roles, documenting their relevant previous experience, and managing subcontractor involvement if any are included in plan.

The Government will evaluate the remaining technical proposals, which will be numerically scored in accordance with the following adjectival ratings, definitions and percentile ranges.

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

The evaluation team will use the following definitions to classify the evaluation findings from

each technical subfactor

	DEFINITION (FAR 15.001 & NASA Source Selection Guide)
Significant Strength	An aspect of the proposal that greatly enhances the potential for successful contract performance
Strength	An aspect of the proposal that will have some positive impact on the successful performance of the contract
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

3) PRICE

The Government will evaluate the price of the highest-ranked technical proposal. If the highest technically rated proposal's price is fair and reasonable, the proposal is selected for award. If the price is not fair and reasonable, the next highest technically rated proposal will be evaluated. This process continues until a contract is awarded to the highest technically rated responsible offeror with a fair and reasonable price.

Competition will be the basis for determining the fairness and reasonableness of the proposed price. The Government will conduct a price analysis by evaluating the prices proposed in response to this solicitation (FAR 15.404-1(b)). The evaluations may include, but are not limited to, comparing the prices proposed in response to this solicitation, comparing the proposed prices to historical prices for the same or similar items purchased by the Government, and comparing the proposed prices to the Independent Government Cost Estimate.

The Government will evaluate the completeness, balance, and consistency of prices proposed for each milestone in Attachment 4 Milestone Payment Schedule.

(End of provision)

ADDITIONAL FAR CLAUSES/PROVISIONS

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): www.acquisition.gov or www.acquisition.gov/far-overhaul

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (JUN 2020)

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

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

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

52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEVIATION NOV 2025)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

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

52.253-1 COMPUTER GENERATED FORMS (DEVIATION NOV 2025)

PROVISIONS AND CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (DEVIATION DEC 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)

52.232-32 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 paragraph (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)

52.233-2 SERVICE OF PROTEST. (DEVIATION SEPT 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(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):

www.acquisition.gov or www.acquisition.gov/far-overhaul

(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)

NFS CLAUSES/PROVISIONS

NFS 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEVIATION NOV 2025)

NFS 1852.233-70 PROTESTS TO NASA (DEVIATION SEPT 2025)

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

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

NFS 1852.242-72 DENIED ACCESS TO NASA FACILITIES. (DEVIATION DEC 2025)

NFS 1852.215-84 OMBUDSMAN (NOV 2023) is applicable. The Center Ombudsman for this acquisition can be found at:

https://www.hq.nasa.gov/office/procurement/regs/Procurement-Ombuds-Comp-Advocate-Listing.pdf

(End of clause)

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

The total firm-fixed-price of this contract is $[Insert the appropriate amount].

(End of clause)

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

(a) Of the total price of items __ through __, the sum of $__ 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:

Date Amounts

(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 __.

(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)

NFS 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.

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

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 describedat*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)

NFS 1852.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (DEVIATION DEC 2025)

(a) This clause must govern with respect to any Government property furnished to the Contractor for repair or other services that is to be returned to the Government. Such property, hereinafter referred to as ‘‘Government property furnished for servicing,’’ must not be subject to FAR 52.245–1, Government Property.

(b) The official accountable recordkeeping and financial control and reporting of the property subject to this clause must be retained by the Government. The Contractor must maintain adequate records and procedures to ensure that the Government property furnished for servicing can be readily accounted for and identified at all times while in its custody or possession or in the custody or possession of any subcontractor.

(c) The Contractor must be liable for any loss, damage, or destruction of the Government property furnished for servicing when caused by the Contractor’s failure to exercise such care and diligence as a reasonable prudent owner of similar property would exercise under similar circumstances. The Contractor must not be liable for loss, damage, or destruction of Government property furnished for servicing resulting from any other cause except to the extent that the loss, damage, or destruction is covered by insurance (including self-insurance funds or reserves).

(d) The Contractor must hold the Government harmless and must indemnify the Government against all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor’s possession or use of the Government property furnished for servicing or arising from the presence of that property on the Contractor’s premises or property.

(End of clause)

LIST OF ATTACHMENTS: (please view and download the following applicable attachments from www.sam.gov)

Attachment 1. Statement of Work (Version dated, 9 July 2026)

Attachment 2. Compliance Matrix

Attachment 3. SF 1449

Attachment 4. Milestone Payment Schedule