# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

*NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.*

1. REQUISITION NUMBER: SEE SCHEDULE



2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 80LARC26R0002

6. SOLICITATION ISSUE DATE: 07/22/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Korahaes, Ashley A. (LARC-B103)Contract Specialist

b. TELEPHONE NUMBER *(No collect calls)*:

8. OFFER DUE DATE/ LOCAL TIME: 09/04/2026 4:00 PM ET

9. ISSUED BY CODE 80LARC

NASA LANGLEY RESEARCH CENTER
5 Langley Blvd. Bldg. 2101
HAMPTON, VA 23681-2143
United States
Korahaes, Ashley A. (LARC-B103), Contract Specialist

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541715

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS:

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
[ ] REQUEST FOR QUOTE (RFQ)
[ ] INVITATION FOR BID (IFB)
[X] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE:

SEE SCHEDULE

16. ADMINISTERED BY CODE:

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

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

NSSC-AccountsPayable@nasa.gov

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

| 19. ITEM NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | SEE SCHEDULE<br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

25. ACCOUNTING AND APPROPRIATION DATA:

26. TOTAL AWARD AMOUNT *(For Government Use Only)*: See Schedule

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

## Section B - Supplies or Services and Prices/Cost

### B.1 LARC 52.201-90 Naming/Numbering Scheme for Clauses in Full Text and for Clauses Incorporated by Reference (MAR 2012)

There are various types of clauses contained in the contract. Most clauses will reference a numbered cite such as: Federal Acquisition Regulation (FAR 52.#); NASA FAR Supplement (NFS 1852.#); or Langley Research Center (LaRC 52.#). There are also clauses that have no numbered cite designation. Those clauses were written by LaRC for this specific contract or were written as generic Agency clauses specific for this contract type.

(End of Clause)

### B.2 NFS 1852.216-78 Firm-Fixed-Price (DEC 2025) (Deviation)

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

(End of Clause)

### B.3 Periods of Performance

| Item | Supplies/Service | Dates | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 0001 | Baseline Services<br>Product Service Code: AR15<br>Severability: No<br>Firm Fixed Price | Period of Performance:<br>**To Be Proposed (TBP)** | **TBP** | Months | **TBP** | **TBP** |
| 0002 | Option 1 – Extended Services<br>Product Service Code: AR15<br>Severability: Yes<br>Firm Fixed Price | Period of Performance:<br>**TBP** | 12.0 | Months | **TBP** | **TBP** |
| 0003 | Option 2 – Extended Services<br>Product Service Code: AR15<br>Severability: Yes<br>Firm Fixed Price | Period of Performance:<br>**TBP** | 12.0 | Months | **TBP** | **TBP** |
| 0004 | Extended Services (NTE 6 Months)<br>Product Service Code: AR15<br>Severability: Yes<br>Firm Fixed Price | Period of Performance:<br>**TBP** | 6.0 | Months | **TBP** | **TBP** |

(End of Clause)

**[End of Section]**

## Section C - Description/Specifications/Statement of Work

### LARC 52.211-97 Description/Specification/Statement of Work (JUN 2023)

The Contract shall provide access to space services, to include securing a spacecraft for the instrument, launch services and operations of space assets. The Contractor shall provide the services specified in Section B in accordance with Exhibit A: Statement of Work (SOW), and Exhibit C: Access to Space Requirements Document (ATSRD). The Contractor shall also be responsible to deliver the documents contained within Section J, Exhibit B, Contract Documentation Requirements.

(End of Clause)

**[End of Section]**

## Section D - Packaging and Marking

Section is intentionally left blank

**[End of Section]**

## Section E - Inspection and Acceptance

### E.1 FAR 52.246-11 Higher-Level Contract Quality Requirement (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

AS9100, Quality Management Systems Requirements (See Section H).

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(c) Control of such things as design, work operations, in-process control, testing, and inspection; or

(d) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of Clause)

**[End of section]**

## Section F - Deliveries or Performance

### F.1 Place of Performance

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

Contractor's facility and other sites as specified in the contractor's proposal and as approved by the Contracting Officer.

(End of Clause)

**[End of Section]**

## Section G - Contract Administration Data

### G.1 NFS 1852.232-80 Submission of Vouchers/Invoices 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)

**[End of Section]**

## Section H - Special Contract Requirements

### H.1 NFS Clauses Incorporated by Reference

| Number | Title | Effective Date |
|---|---|---|
| 1852.226-73 Alternate I Deviation | Major Breach of Safety or Security Alternate I Deviation | Feb 2026 |
| 1852.228-78 Deviation | Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station Deviation | Sep 2025 |

### H.2 NFS 1852.225-70 Export Licenses (DEC 2025) (Deviation)

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

(b) The contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at *NASA Langley Research 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)

### H.3 NFS 1852.232-77 Limitations of Funds (Fixed Price Contract). (MAR 1989)

(a) Of the total price of items *within CLIN 0001* through *TBD*, the sum of **$*(amount to be identified at award and subsequent funding modifications)*** 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:

**SCHEDULE FOR ALLOTMENT OF FUNDS**

| 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 ***(date to be identified at award and subsequent funding modifications)***.

(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)

**H.4 LARC 52.204-91 Security Program/Foreign National Employee Access Requirements (JUN 2024)**

a) Applicable Definitions:

Foreign National: A foreign national is any person who is not a U.S. citizen, lawful permanent resident, or protected individual as defined by 8 U.S.C. 1101(a) (20) and 8 U.S.C. 1324b(a) (3). This also means any foreign

corporation, business association, partnership, trust, or society, as well as any international organizations, any foreign government, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

Lawful Permanent Resident (LPR): An LPR is any foreign person legally permitted to reside and work within the United States, to include protected individuals. LPRs are to be afforded all the rights and privileges of a U.S. citizen with the exception of voting, holding public office, access to classified national security information, and employment in the federal sector (except for specific needs or under temporary appointment per 5 CFR, Part 7, Section 7.4). LPRs are not prohibited from accessing export controlled items and information, but must have a work-related "need-to-know" for access. LPRs are considered foreign nationals under immigration laws. LPR, as defined herein, is to replace the term “Permanent Resident Alien” (PRA) in all NASA guidance that has not yet been updated to the use of LPR.

Visit: A visit is any means by which, and any duration for which, access is obtained to non-public NASA assets.

NASA Asset: A system, item, person or any combination thereof, that has importance or value to the NASA mission. People, data, technology, buildings, property, vehicles, blueprints, contracts, records, and funds are examples of what may constitute a NASA asset.

Access: Access, with regard to NASA assets, is the explicit granting of permission to enter and/or use NASA facilities, interact with NASA personnel, and/ or use NASA information and related information processing services.

Physical Access: Physical access is the ability to touch, or walk into or up to, a NASA Asset. Physical access is controlled through the use of door locks, card readers, gates, fences, officers, walls. The purpose of these controls is to limit access to those persons who have been granted permission to access controlled assets.

Logical Access: Logical access, commonly referred to as IT access, is the ability to interact with electronic data, applications, or systems.

b) The Contractor shall adhere to the Center and Agency-wide program policy and guidance for security operations and comply with current versions of the following:

NPR 1600.1, *NASA Security Program Procedural Requirements*

NPD 1600.9, *NASA Insider Threat Program*

NPD 1600.3, *Policy on Prevention of and Response to Workplace Violence*

NPR 1600.3, *Personnel Security*

NPR 1600.4, *Identity and Credential Management.*

c) For any contract requiring a Facility Clearance Level (FCL) for access to Classified National Security Information (CNSI), the Contractor shall adhere to the Agency-wide program policy and guidance related to the protection of CNSI by complying with NPR 1600.2, *NASA Classified National Security Information* (current version).

d) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the Contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with NPR 1600.6, *Communications Security* (COMSEC) (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to- know. The LARC point of contact is the LARC COMSEC Account Manager (CAM)).

e) At all times while on NASA property, the Contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4A, *Identity and Credential Management*. The employee’s Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days)

credentials within the NASA Identity and Access Management (IdMAX) system.

f) Credentials will be issued at the following locations: NASA Langley Badge and Pass Office or other NASA Center as coordinated and approved by the Protective Services Office.

g) Requirements for Physical and Logical Access for Foreign Nationals:

1. Physical and logical access to the NASA Langley Research Center (LaRC) by foreign nationals shall be approved in accordance with NPR 1600.4. Chapter 4, "Identity and Credential Management" and the NASA Foreign National Access Management Operations Manual (May 2016).

2. Center access approval requires a minimum of 10 (ten) working days advance notice. Designated country nationals require a minimum of 30 (thirty) working days advance notice because of additional approval requirements. Information on Designated Countries is available at: https://oiir.hq.nasa.gov/nasaecp/docs/DCList_10-24-2018.pdf.

3. Foreign nationals shall be escorted at all times while on Center by a NASA Civil Servant or permanently badged contractor who has completed the required NASA Foreign National Escort Training module in SATERN, and has the Foreign National Escort role in NAMS unless otherwise approved by the Center Chief of Protective Services. In exceptional cases as required by NASA Mission requirements, a waiver to the escort requirement may be granted by the Center Chief of Protective Services.

4. Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis through the NASA LARC Protective Services Office International Visits Coordinator. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times. Information is available at: https://lms.larc.nasa.gov/admin/documents/LF295_1.1.pdf
. Note: Links to documents and forms accessed require the document/form to be downloaded/saved and then opened in Adobe acrobat to access the form's content. Document requires Adobe 8 or higher.

h) Requirements for Physical and Logical Access for LPRs:

1. Visit requests shall be submitted directly to the Badge and Pass Office (BPO) through the Enterprise Visitor Access Management System (EVAMS). LPRs may be sponsored for Center access by permanently badged contractor employees or NASA civil servants. Contractor LPRs shall be sponsored by the employing contractor. All LPRs must confirm their status by providing their ORIGINAL valid State Department Documentation (Permanent Resident Card/in a 365-day period Green Card). (*Copies, facsimiles, or photographs of the State Department Documentation will NOT be accepted*).

2. LPRs who will be at LaRC in excess of 29 days in a 365-day period will be processed through IdMAX. Additionally, LPRs who require physical access (*electronic reader capabilities*), or logical access will be processed through IdMAX.

3. LPRs who will be at LaRC in excess of 179 days will be processed for PIV credentials that will remain valid for 5 years.

4. The Contractor is responsible for ensuring credentials issued to LPRs sponsored by the Contractor are returned when the LPR no longer requires access to NASA LaRC under the contract or no longer works for the Contractor.

5. LPRs on a work related, "need-to-know" basis are allowed access to export-controlled commodities. It is incumbent on the Government Branch Head or Program Manager to determine who should have access to export-controlled information. The Protective Services Office, the Office of Chief Counsel, and the Center Export Administrator are available for guidance to the Government Branch Head or Program Manager.

6. LPRs are permitted to carry personal mobile devices on Center. Personal mobile devices are not be used to record, store, or process NASA data and are not to be used to take photographs within NASA facilities.

7. LPRs must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times. Information is available at: https://lms.larc.nasa.gov/admin/documents/LF295_1.1.pdf . Note: Links to documents and forms require the document/form to be downloaded/saved and then opened in Adobe acrobat to access the form's content. Document requires Adobe 8 or higher.

i) Violation of security policies by personnel may result in withdrawal of Center access for the offending personnel and/or contractual actions against the Contractor and possible criminal prosecution for violation of export control laws and laws regarding access to Government facilities.

(End of Clause)

**H.5 LARC 52.227-90 Data Rights (JUN 2024)**

a) All data, except computer software, first produced or delivered under this contract shall be delivered with unlimited rights under FAR Clause 52.227-14, as modified by NASA FAR Supplement Clause 1852.227-14;

b) All computer software first produced or delivered under this contract shall be delivered with unlimited and unrestricted rights under FAR Clause 52.227-17; and

c) For all computer software first produced in the performance of this contract, the Contractor is authorized to assert, or to authorize the assertion of, claim to copyright in any and all such computer software per FAR Clause 52.227-17. Having been granted such permission to assert, or authorize the assertion of, claim to copyright, the Contractor hereby assigns, or agrees to obtain the assignment of, all rights, title, and interest in any and all copyrights in such computer software to the U.S. Government.

(End of Clause)

**H.6 LARC 52.242-70 Technical Direction (MAY 2023)**

a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer’s Representative (COR), who shall be specifically appointed by the Contracting Officer in writing. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -

1. Constitutes an assignment of additional work outside the statement of work;

2. Constitutes a change as defined in the changes clause;

3. Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

4. Changes any of the expressed terms, conditions, or specifications of the contract; or

5. Interferes with the contractor's rights to perform the terms and conditions of the contract.

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

d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction

or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer will either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

1. Rescinded in its entirety; or

2. Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

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

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

(End of Clause)

**H.7 LARC 52.246-97 Quality Management System Compliance Requirements (MAY 2023)**

a) The Contractor's quality system shall be compliant with the requirements of the current Society of Automotive Engineers (SAE) AS 9100 Standard, Quality Management Systems Requirements.

b) The Contractor's quality system shall remain in compliance with the AS9100 standard during the term of the contract. The Government reserves the right to audit the Contractor's quality system at any time.

c) "Compliant" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract, management approved methods of operation that conform to the requirements given in the above cited AS9100 Standard.

(End of Clause)

**H.8 LARC 52.246-99 Certification/Registration Requirements for Quality Management Systems (JUN 2024)**

a) The Contractor's quality system shall be certified/registered to the **Society of Automotive Engineers (SAE) AS9100 standard**, Quality Management Systems Requirements, at contract award.

b) The Contractor's quality system shall remain certified/registered to the **AS9100** standard during the term of the contract. The Contractor shall notify the Contracting Officer within ten working days of any change in its **AS9100** certification/registration status. The Contractor shall submit a copy of any updated **AS9100** certificates to the Contracting Officer during the life of the contract. The Government reserves the right to audit the Contractor's quality system at any time.

c) "Certified/Registered" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management approved methods of operation that have been audited by a 3rd party **AS9100** Registrar and found to meet the requirements given in the above cited **Aerospace** Standard.

(End of Clause)

**[End of Section]**

## Section I - Contract Clauses

### I.1 FAR 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):

*https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52*
*https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf*

(End of Clause)

### I.2 FAR 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 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

### I.3 FAR Clauses Incorporated by Reference

| Clause Number | Title | Effective Date |
|---|---|---|
| 52.202-1 | Definitions. | Jun 2020 |
| 52.203-6 Alternate I | Restrictions on Subcontractor Sales to the Government. Alternate I | Nov 2021 |
| 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 |
| 52.203-17 | Contractor Employee Whistleblower Rights. | Nov 2023 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 |
| 52.204-13 Deviation | System for Award Management - Maintenance Deviation | Nov 2025 |
| 52.209-6 Deviation | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded Deviation | Nov 2025 |
| 52.209-9 Deviation | Updates of Publicly Available Information Regarding Responsibility Matters Deviation | Nov 2025 |
| 52.209-10 Deviation | Prohibition on Contracting with Inverted Domestic Corporations Deviation | Nov 2025 |
| 52.212-4 Deviation | Terms and Conditions - Commercial Products and Commercial Services Deviation | Nov 2025 |
| 52.217-2 | Cancellation Under Multi-year Contracts. | Oct 1997 |
| 52.219-4 Deviation | Notice of Price Evaluation preference for HUBZone Small Business Concern Deviation | Nov 2025 |
| 52.219-8 Deviation | Utilization of Small Business Concerns Deviation | Nov 2025 |
| 52.219-9 Alternate II Deviation | Small Business Subcontracting Plan Alternate II Deviation | Nov 2025 |
| 52.219-16 Deviation | Liquidated Damages - Subcontracting Plan Deviation | Nov 2025 |
| 52.222-3 Deviation | Convict Labor Deviation | Nov 2025 |
| 52.222-35 Deviation | Equal Opportunity for Veterans Deviation | Nov 2025 |
| 52.222-36 Deviation | Equal Opportunity for Workers with Disabilities Deviation | Nov 2025 |
| 52.222-37 Deviation | Employment Reports on Veterans Deviation | Nov 2025 |
| 52.222-40 Deviation | Notification of Employee Rights Under the National Labor Relations | Nov 2025 |

| | | |
|---|---|---|
| | Act Deviation | |
| 52.222-41 Deviation | Service Contract Labor Standards Deviation | Nov 2025 |
| 52.222-43 Deviation | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) Deviation | Nov 2025 |
| 52.222-50 Deviation | Combatting Trafficking in Persons Deviation | Nov 2025 |
| 52.222-54 Deviation | Employment Eligibility Verification Deviation | Nov 2025 |
| 52.222-62 Deviation | Paid Sick Leave Under Executive Order 13706 Deviation | Nov 2025 |
| 52.222-90 Deviation | Addressing DEI Discrimination by Federal Contractors Deviation | Apr 2026 |
| 52.223-23 Deviation | Sustainable Products Deviation | Nov 2025 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 |
| 52.227-14 | Rights in Data-General. – As Modified by NFS 1852.227-14 (JUN 2026). | May 2014 |
| 52.229-11 Deviation | Tax on Certain Foreign Procurements - Notice and Representation Deviation | Jul 2025 |
| 52.229-12 Deviation | Tax on Certain Foreign Procurements Deviation | Jul 2025 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 |
| 52.233-3 Deviation | Protest after Award Deviation | Nov 2025 |
| 52.240-91 | Security Prohibitions and Exclusions | Nov 2025 |
| 52.240-93 | Basic Safeguarding of Covered Contractor Information Systems | Nov 2025 |
| 52.244-6 Deviation | Subcontracts for Commercial Products and Commercial Services. Deviation | Nov 2025 |

**I.4 NFS Clauses Incorporated by Reference**

| Number | Title | Effective Date |
|---|---|---|
| 1852.215-84 | Ombudsman | Nov 2023 |
| 1852.219-75 | Individual Subcontracting Reports | Apr 2015 |
| 1852.237-72 Deviation | Access to Sensitive Information Deviation | Dec 2025 |
| 1852.237-73 Deviation | Release of Sensitive Information Deviation | Dec 2025 |
| 1852.246-74 Deviation | Contractor Counterfeit Electronic Part Detection and Avoidance Deviation | Sep 2025 |

**I.5 FAR 52.217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration.

(End of clause)

**I.6 FAR 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 *1 day*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *15* 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 *five years and 6 months*.

(End of Clause)

**I.7 FAR 52.233-4 Applicable Law for Breach of Contract Claim (NOV 2025) (Deviation)**

United States law will apply to resolve any claim of breach of this contract.

(End of Clause)

**I.8 NFS 1852.227-14 Rights In Data – General (JUN 2026) (Deviation)**

(iv) The contractor must mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's non-exclusive worldwide license in the copyright.

GOVERNMENT RIGHTS NOTICE

This work was authored by employees of ***TBD*** under Contract No. ***TBD*** with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

(End of Notice)
(End of addition)

(4)(i) The Contractor agrees not to assert claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless authorized by the Contracting Officer in writing.

(ii) The prohibition on "release to others", as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors' use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer's prior written permission.

(iii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(End of addition)

**I.9 NFS 1852.240-76 Security Requirements for Unclassified Information Technology Resources (JAN 2026) (Deviation)**

(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]**

**SECTION J - List of Attachments**

| EXHIBIT | TITLE OF DOCUMENT |
|---|---|
| Exhibit A | Statement of Work (SOW) |
| Exhibit B | Data Requirements List (DRL)/Data Requirements Description (DRD) |
| Exhibit C | Access to Space Requirements Document |
| Exhibit D | Milestone Payment Schedule (TBP) |
| Exhibit E | Small Business Subcontracting Plan (TBP) |
| Exhibit F | Organizational Conflicts of Interest Plan (TBP) |

The following documents are attached hereto for use in the solicitation, evaluation and award process. Documents will not be incorporated into the resulting contract:

| Attachment | TITLE OF DOCUMENT |
|---|---|
| Attachment 1 | Past Performance Questionnaire |
| Attachment 2 | Communications Blackout Notice |
| Attachment 3 | Responses to DRFP Feedback and Questions |
| Attachment 4 | Mechanical Installation Control Document |

**[End of Section]**

## Section K - Representations, Certification, and other Statements of Offerors

### K.1 FAR Clauses Incorporated by Reference

| Clause Number | Title | Effective Date |
|---|---|---|
| 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 |
| 52.240-90 | Security Prohibitions and Exclusions Representation and Certifications | Nov 2025 |

### K.2 FAR 52.204-5 Women-Owned Business (Other Than Small Business). (OCT 2014)

(a) *Definition.*"Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation*. [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation*.] The offeror represents that it _ is a women-owned business concern.

(End of Provision)

### K.3 FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (NOV 2025) (Deviation)

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

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395 (c).

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5

(c) Representation. The Offeror represents that-

(1) It _ is, _ is not an inverted domestic corporation; and

(2) It _ is, _ is not a subsidiary of an inverted domestic corporation.

(End of Provision)

### K.4 FAR 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)

**K.5 FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (NOV 2025) (Deviation)**

(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 _ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**K.6 FAR 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* 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 *541715.*

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

(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 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)

**K.7 FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software**

(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)

**[End of Section]**

## Section L - Instructions, Conditions, and Notices to Offerors

### L.1 FAR 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/browse/index/far

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

(End of Provision)

### L.2 FAR 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)

### L.3 FAR Provisions Incorporated by Reference

| Provision Number | Title | Effective Date |
|---|---|---|
| 52.204-7 Deviation | System for Award Management – Registration Deviation | Nov 2025 |
| 52.212-1 Deviation | Instructions to Offerors – Commercial Products and Commercial Services Deviations | Nov 2025 |

### L.4 52.216-1 Type of Contract (NOV 2025) (Deviation)

The Government contemplates award of a *Firm Fixed Price* contract resulting from this solicitation.

(End of Provision)

### L.5 FAR 52.233-2 SERVICE OF PROTEST (NOV 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.

Email Address for Stacy Hollis, Contracting Officer: stacy.m.hollis@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)

## L.6 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions shall be submitted in writing only to the e-mail address below**, no later than 2:00 pm Eastern Time (ET) on August 3, 2026**. Late questions or comments are not guaranteed a response. Oral questions will not be answered. The email shall cite the solicitation number and be directed to the following Government representatives:

Name: Ashley Korahaes, Contract Specialist
Email: larc-glimr-ats@mail.nasa.gov
Include in Subject Line: Solicitation # 80LARC26R0002 for GLIMR ATS.

(b) Questions or comments shall not be directed to the technical activity personnel. Reference Attachment 2, Communications Blackout Notice. Violation of the blackout notice may be grounds for proposal disqualification.

(End of Provision)

## L.7 PRESOLICITATION CONFERENCE

(a) A virtual pre-solicitation conference was held on Wednesday**, June 3, 2026, at 1:30PM Eastern Time.** The conference was unclassified.

(b) Prospective Offerors had an opportunity for virtual one-on-one conference with members of the Government Source Evaluation Board (SEB). These exchanges were limited to 45 minutes per prospective Offeror and were scheduled in advance of the pre-solicitation conference. One-on-one conferences were held virtually within a week of the pre-solicitation conference and was scheduled on a first-come, first-serve basis.

(c) Attendance at the pre-solicitation conference was recommended; however, attendance was not required nor a prerequisite for proposal submission and will not be considered in the evaluation.

(d) Presentation charts, company participation list, and questions and answers were posted via the GPE (https://sam.gov).

(End of Provision)

## L.8 ANTICIPATED EFFECTIVE START DATE AND PERIOD OF PERFORMANCE

(a) Offerors shall assume an anticipated **effective start date in January 2027**.

(b) Offerors shall propose a period of performance in clause B.3, Periods of Performance, commensurate with its overall proposed approach to meeting the contract requirements, based on the assumption of GLIMR Instrument availability in March 2027, and based on the Government's preference to minimize the time between instrument completion and the start of instrument operations.

(c) The Government reserves the right to unilaterally adjust the period of performance at time of contract award if the actual award date is later than identified above.

(End of Provision)

## L.9 PROPOSAL DUE DATE

(a) Offerors shall electronically submit proposals, and any modifications, revisions, or withdrawals via the NASA EFSS BOX (as provided in the provision L.14) so as to reach the Government office designated in this solicitation.

(b) Past Performance (Volume I) and list of Oral Presentation Presenters (Volume II) shall be submitted by **2:00PM ET on August 11, 2026.**

(c) The remaining proposal volumes (volume III and IV) shall be submitted by **4:00PM ET on September 4, 2026**. Late submission, modification, revision, and withdrawal of proposals will be handled in accordance with FAR 15.107.

(d) Oral Presentations will be randomly scheduled within 3 business days after receipt of Volume II; however, the oral presentation itself will be held after the RFP closes.

(End of Provision)

**L.10 PERIOD FOR ACCEPTANCE OF OFFERS**

Proposals in response to this solicitation shall be valid for **at least 180 calendar days** after the date specified for receipt by the Government. The Offeror shall include a statement in its Business Proposal - Volume IV - that its offer remains valid for at least this specified number of days.

(End of Provision)

**L.11 SIGNIFICANT SUBCONTRACTORS**

For the purposes of this solicitation and for proposal preparation purposes, a "significant subcontractor" is defined as any subcontractor that will provide the spacecraft, launch vehicle, and/or ground system.

(End of Provision)

**L.12 GENERAL INSTRUCTIONS FOR PROPOSALS**

(a) Proposals shall meet all aspects of this solicitation, including adequate information to enable the evaluation team to fully assess capability to perform contract requirements.

(b) Clarity: The proposal shall be clear and concise. The proposal shall include sufficient detail for effective evaluation and substantiation of all information. The proposal shall contain all necessary information, all required documentation, and be complete in all respects. The Government's evaluation will be based on the actual material presented and not based on what is implied. The proposal shall not simply rephrase or restate the Government's requirements but shall provide convincing rationale to address how these requirements will be met.

(c) Consistency: The Offeror shall ensure that the price proposal is consistent with the technical proposal in all respects since the price proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Inconsistencies may be viewed by the evaluation team as a lack of understanding.

(d) Stand-alone Volumes: Each volume of the Offeror's proposal shall be submitted on a stand-alone basis so that its content can be evaluated by the Government without having to cross-reference to other volumes. **Information required by the solicitation to be included in a designated volume that is not found in that volume will be assumed to have been omitted from the designated volume and will not be evaluated.**

1. Proposal Volumes - The offeror shall **electronically** submit proposal in four separate volumes that include a Past Performance Volume - I, Oral Presentation/Technical Approach Volume – II, Small Business Volume -III, Price Volume - IV, and Business Volume - V and comply with the proposal organization, electronic submission requirements, page limitations, format, and other requirements/instructions as specified in the solicitation. The Government will evaluate proposals as set forth in Section M of this solicitation.

    i. Volume I – Past Performance Proposal

ii. Volume II – Oral Presentation/Technical Approach Proposal
iii. Volume III - Price Proposal
iv. Volume IV – Business Proposal

2. All information contained in the proposal that an Offeror considers "Proprietary Information" shall be labeled **"Proprietary Information, Source Selection Information—See FAR 2.101 and 3.104."**

(End of Provision)

**L.13 NFS 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.

**TABLE L.13-1 – SUMMARY OF PROPOSAL SUBMISSION REQUIREMENTS**

| Proposal Section | Page Limit | Proposal Format |
|---|---|---|
| **Volume I – Past Performance (Factor 1)** | | |
| Past Performance | 2 pages per reference for the Prime and 2 pages for each Significant Subcontractor reference (as defined in provision L.11, Significant Subcontractor) (NOTE: The required Attachment 1, Past Performance Questionnaire and written consent letters of each proposed significant subcontractor do not count against these stated page limits for Volume I.) | MS Word or Adobe PDF |
| Written Consent from Proposed Significant Subcontractors | None | MS Word or Adobe PDF |
| **Volume II – Technical Approach/Oral Presentations (Factor 2)** | | |
| Oral Presentation Presenters | 1 page<br><br>**NOTE:** The only written aspect of Volume II is the information requested in Section L.16(b). | MS Word or Adobe PDF |
| **Volume III – Price (Factor 3)** | | |
| Milestone Payment Schedule | No Page Limit | MS Excel |
| Supporting Narrative | No Page Limit | MS Word or Adobe PDF |
| **Volume IV – Business Proposal** | | |
| Standard Form (SF) 1449 | No Page Limit | MS Word or Adobe PDF |
| Statement that offer will remain firm for **at least 180 calendar days** after the date specified for receipt by the Government. | No Page Limit | MS Word or Adobe PDF |
| Disclosure of AI Use During Contract Performance | No Page Limit | MS Word or Adobe PDF |
| AS9100 Compliance Documentation/Quality Plan and Quality System Manual | No Page Limit<br><br>**NOTE:** The page formatting requirements set forth below do not apply to the AS9100 Compliance Documentation/Quality Plan and Quality System Manual. | MS Word or Adobe PDF |
| Small Business Participation | No Page Limit | MS Word or Adobe PDF |

(b) A page is defined as one side of a sheet, 8 ½" x 11", with at least one-inch margins on all sides. Header and

footer information (i.e., company name, date, solicitation number) can be included in the one-inch margins. Foldouts count as an equivalent number of 8 ½" x 11" pages.

(c) The Offeror shall use Times New Roman 11 font in its proposal (all volumes). This font size restriction also applies to text in tables, graphics, and captions. Line spacing or the amount of vertical space between lines of text shall not be less than a single line. Character spacing shall be "normal" and not "expanded" or "condensed".

(d) Title/cover pages, tables of contents, cross-reference matrices, list of figures/acronyms, and tab dividers are excluded from the page counts specified above. The Price section of the proposal is not page limited; however, the Offeror shall strictly limit Volume III to price and price supporting information only, as outlined at Table L.13-1.

(e) If final proposal revisions are requested, separate page limitations may be specified in the Government's request for those submissions.

(f) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government. The Contracting Officer will notify the Offeror, in writing, citing the applicable RFP provision and identifying the pages that will be removed from the proposal for evaluation purposes.

(g) Referencing outside material (e.g., via a link to a website) is prohibited; this prohibition applies to all volumes of proposals submitted under this solicitation. All information found at such referenced locations will not be considered in the evaluation of proposals and the selection of a successful Offeror.

(h) 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 fee letters for past performance).

(End of Provision)

**L.14 ELECTRONIC SUBMISSION OF PROPOSALS – PROPOSAL MARKING AND DELIVERY THROUGH NASA'S EFSS BOX**

(a) Offerors shall submit the written aspects of proposals (i.e., excluding the Oral Presentation) 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 shall be searchable and shall not contain scanned documents, except those documents that must be provided in their native format (e.g., signature pages). Offerors 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. Offerors shall ensure subcontractor submissions are made no later than the date and time specified for proposal submission and comply with all solicitation instructions.

(b) Offerors, especially those that have not previously submitted a proposal utilizing NASA's EFSS Box, should coordinate the submission of a test file with Ashley Korahaes, Contract Specialist, at larc-glimr-ats@mail.nasa.gov no less than **5 calendar** days in advance of the proposal due date specified in the solicitation to allow time to work through any submission issues.

(c) Offerors shall submit all proposal files to: https://nasagov.app.box.com/f/f4c55707b86f4618aea8c5acbf6f6335. Offerors 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 are encouraged to electronically submit proposals no later than 12:00PM Eastern Time one working day prior to the date specified for receipt of proposals, if offerors seek to coordinate with the Contract Specialist 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):

Examples for Prime Offeror Submissions:

- Prime Offeror name - solicitation number - PP Volume
- Prime Offeror name – solicitation number – Technical Volume
- Prime Offeror name - solicitation number - Cost/Price Volume
- Prime Offeror name - solicitation number - Business Volume

Example for Subcontractor Submissions:

- Prime Offeror name - Subcontractor name - solicitation number -Price Volume

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

(g) Immediately after all files have been uploaded and the proposal has been submitted in its entirety, the offeror is requested to notify (Ashley Korahaes) at the following email address: (larc-glimr-ats@mail.nasa.gov) with a listing of all documents by filename that were submitted via EFSS Box. If any problems are experienced with the EFSS Box system (e.g., login, file transfer), please contact Ashley Korahaes via e-mail as soon as possible.

(h) 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)

## L.15 INSTRUCTIONS FOR PAST PERFORMANCE – VOLUME I (FACTOR 1)

The Offeror shall include the detailed information outlined below so the proposals can be evaluated in accordance with Section M, Evaluation Factors for Award.

(a) **Content Guidelines**:

(1) **General Requirement:** The Offeror shall include in its proposal the overall past performance information for the Offeror (i.e., the corporate entity submitting the proposal). Past performance of individual personnel proposed for performance under the contract shall not be submitted or considered.

(2) **Newly Formed Business Entities:** For newly formed business entities and/or business entities that are known to be formed (i.e., through mergers/acquisitions) during performance of the contract, having little or no experience as the new business entity, may submit the past performance of a parent, affiliated, or predecessor business entity (including Joint Venture prime partner companies and/or a parent or affiliated company that is being proposed as a major subcontractor on this solicitation). However, the past performance proposal shall include a thorough and clear explanation of why such past performance information for a parent, affiliate, or predecessor business entity should be considered predictive of the Offeror's performance under a contract resulting from this solicitation.

(3) **Affiliates and Subsidiaries:** Offerors that are subsidiaries of, or otherwise affiliated with, other business

entities may submit the past performance of such entities. However, such past performance will only be considered to the extent that the proposal clearly demonstrates that:

(A) The resources, capabilities, or experience of the affiliate or parent organization; and
(B) The involvement of those resources will materially affect the Offeror's performance under the resulting contract.

(4) **Multiple-Award IDIQ:** Multiple award IDIQ contract numbers are not permitted to be used as a reference. An individual task order issued against the multiple-award IDIQ is allowed. Contract Number and individual task order number shall be included in the reference. More than one task order issued against a multiple-award IDIQ cannot be combined and counted as one contract reference.

(5) **Single-Award IDIQ:** Offerors using single-award IDIQ contract numbers as a contract reference shall include both the IDIQ contract number and the individual task order number to verify and validate that the IDIQ being referenced is in fact a single-award IDIQ contract. More than one task order issued against a single-award IDIQ cannot be combined and counted as one reference.

(6) **Blanket Purchase Agreements (BPAs):** BPA contract numbers are not allowed to be used as a reference. However, the individual call/delivery order numbers issued against the BPA are allowed. Offerors using single-award BPA call/order numbers as a contract reference shall include BOTH the BPA number AND the individual call/order number to verify and validate that the BPA being referenced is in fact a single award BPA. More than one call/order issued against a single-award BPA cannot be combined and counted as one contract reference to address the criteria. Multiple award BPA call/delivery orders issued against a multiple-award BPA cannot be combined and will count as multiple contract references.

(7) **Classified Contracts:** Offerors are not permitted to submit classified references.

(b) **Proposal Content**:

(1) The Offeror shall include a list of up to three most relevant contracts of the Prime Offeror. If significant subcontractors are being proposed, the Offeror shall include no more than a total of five references, including a minimum of two references from the Prime Offeror and a minimum of one reference from each significant subcontractor (reference provision L.11, Significant Subcontractor). Reference shall be for contracts that are ongoing or completed within the past **five years** (recency) from the RFP release date (July 22, 2026), i.e., from July 22, 2021, through July 22, 2026, for requirements that are similar in content, and complexity to the requirements of this solicitation. **It is the responsibility of the Offeror to clearly and completely demonstrate in its proposal the relevancy of each of the references offered.**

(A) Content is defined as the type of work as identified in the elements listed in Attachment 1, Past Performance Questionnaire (PPQ); and
(B) Complexity is defined as performance challenges and risks in the overall management and integration of the contract requirements.

(2) The list shall include the customers that will submit past performance questionnaires, the information requested below for each contract identified, and the written consent (PDF format is acceptable) of each proposed significant subcontractor to allow the Government to discuss the subcontractors' past performance with the prime Offeror.

(A) Contract Number;
(B) Customer Name and Address;
(C) Points of contact (POC), to include a primary POC and a secondary POC, in the program and contracting offices, including accurate telephone numbers and e-mail addresses;
(D) Applicable CAGE code and/or SAM Unique Entity ID (UEI) number;
(E) Contract type;
(F) Contract beginning and ending dates;

(G) Total contract value (including all option periods, exercised and unexercised) and total actual obligated dollars (If other than the Prime contractor, provide the overall contract value and the value of the work the entity/company performed);
(H) Award/Incentive Fee Earned (provide ratings that the Contractor received over the past 5 years), if applicable;
(I) The extent to which contract objectives were met, including: identification and explanation of any cost overruns or underruns; completion delays; performance problems; occupational health, security, and safety performance; overall mission success (identify problems in delivered hardware and software that resulted in delays or failures); and terminations; and
(J) Thorough and complete description of contract work content and specific description of how prior experience is relevant to this contract in the elements listed in Attachment 1, PPQ .

(c) **Past Performance Questionnaires:** The Offeror shall provide a Past Performance Questionnaire (Attachment 1 to this solicitation) to each of the customers for the most relevant contracts identified in the proposal list pursuant to paragraph (b) above. The selected customers must complete and return this questionnaire no later than the date specified in this solicitation for Past Performance Volume (Volume I), to the email address provided on the questionnaire. The Government may verify the information submitted with the references provided.

(d) **Independent Past Performance Information**: The Government may consider in the source selection process data obtained from other sources, including but not limited to the Contractor Performance Assessment Reporting System (CPARS), Past Performance Questionnaires, interviews, and other references in addition to those provided by the Offeror and its significant subcontractors. While the Government may elect to consider data obtained from other sources, Offerors retain the burden of providing relevant references that the Government can readily contact and for presenting information establishing the relevance of their experience to the Government's requirements under this solicitation.

(End of Provision)

## L.16 INSTRUCTIONS FOR TECHNICAL APPROACH/ORAL PRESENTATIONS – VOLUME II (FACTOR 2)

The Offeror shall include in its oral presentation the detailed information outlined below so the oral presentation can be evaluated in accordance with Section M, Evaluation Factors for Award.

**(a) General:**

(1) The oral presentation, including any materials presented, will be recorded by the Government and will serve as the official Volume II/Factor proposal for evaluation purposes. No other content, written or other, will be considered in the evaluation of Volume II/Factor 2. The recording is source selection sensitive and will be handled accordingly.
(i) Offerors are not required to present slides or use any additional supporting materials during the presentation; however, if the Offeror determines the supporting materials, such as slides, are necessary, they will be considered part of the oral presentation itself. Offerors shall not submit slide deck or any additional written content to the Government other than the information outlined at (b) of this Section.

**(b) Oral Presentation Presenters Content:** The Offeror shall submit the following information for each of the up to 3 presenters, and 1 alternate to obtain access to NASA Langley Research Center:

1. Full Legal Name, as reflected on valid Government issued pictured ID
2. Phone Number
3. Email Address, to receive pre-registration e-mail
4. Citizenship

**(c) Oral Presentation Content:** The Offeror's oral presentation shall present the Offeror's proposed approach and shall, at a minimum, address the following:

(1) The Offeror shall provide its approach for integrating and launching the GLIMR Payload into the required geosynchronous orbit to demonstrate the soundness of its approach, its understanding of the contract requirements for integration and launch, and its safety and mission assurance approach (including contamination control approach and qualifications).
(2) The Offeror shall provide its approach for implementing and verifying compliance with the thermal design requirements, the attitude, on-orbit pointing, and stability requirements, and demonstrate the soundness of its approach and its capability to optimize the science output of the GLIMR Instrument.
(3) The Offeror shall provide specific information to demonstrate its authority (e.g., intended spectrum license), resources (e.g., teaming arrangements; intended spacecraft bus and launch vehicle; facilities), and schedule for integration and launch that minimize the time between instrument completion and the start of instrument operations (e.g., confidence of launch date).
(4) The Offeror shall provide its approach for providing GLIMR instrument operations throughout the GLIMR Instrument 90-calendar day In-Orbit checkout period and the 12-month baseline period (CLIN 1), and during the extended mission option periods (CLINs 2 and 3), to demonstrate the soundness of its approach and understanding of the contract requirements for providing and supporting GLIMR Mission operations.
(5) The Offeror shall demonstrate its technical and programmatic understanding of the requirements by identifying, prioritizing, and explaining the most significant risks to mission success, and its approach for managing each risk.

**(d) Location and Scheduling**:

(1) Oral presentations will be held in-person (only) at NASA Langley Research Center located in Hampton, Virginia. The specific address, building number, security procedures, and logistical details will be provided within 3 business days prior to the schedule oral presentation date.

(i) The Offeror shall comply with the following requirements for access to NASA Langley Research Center:

(A) Visitors seeking entry to NASA Langley Research Center using a state-issued driver's license or state-issued personal identification card are advised that identification documents must be compliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13 requirements can be found at: http://www.dhs.gov/real-id-public-faqs. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at LaRC-RealId@mail.nasa.gov.

(B) A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center.

(C) The following alternate forms of identification are accepted for NASA LaRC access:

(1) Federal employee badges,
(2) Passports,
(3) Military identification cards,
(4) Enhanced Driver's Licenses,
(5) U.S. Coast Guard Merchant Mariner Card,
(6) Native American tribal document,
(7) School identification accompanied by an item from List C.

(D) Visitors without acceptable identity documents require specific authorization from the Center Chief of Protective Services and escort by permanently-badged NASA employees or permanently badged contractor employees at all times while present on the NASA Langley Research Center. In exceptional cases as required by NASA Mission requirements, a waiver to the escort requirement may be granted by the Center Chief of Protective Services.

(2) The order in which Offerors are scheduled for oral presentations will be randomly selected by the Government. The Government reserves the right to adjust the presentation schedule as necessary to accommodate mission

needs, facility availability, and/or unforeseen circumstances. The Government will be responsible for scheduling the in-person oral presentations.

**(e) Attendees**: The Offeror's presentation team shall be no more than three in-person participants, up to two of whom may be representatives of the subcontractors; no virtual options will be authorized.

**(f) Format for Oral Presentations:** Each presentation will follow the same structure and duration described in the table below. The Government intends for the oral presentations to proceed as follows:

| Oral Presentation Component | Total Time Allotment |
|---|---|
| Setup | Not Specified |
| Introductions/Rules of Engagement | Up to 10 Minutes |
| Oral Presentation<br>(The Offeror will conduct its presentations) | 60 Minutes |
| The Government may caucus and formulate additional question(s) if needed | Up to 20 minutes |
| The Government and Offeror may engage in an interactive dialogue (if needed at the sole discretion of the Government) where the Government may ask question(s) to the Offeror and the Offeror responds | Up to 45 minutes |
| The Presentation concludes and the Offeror departs | Not Specified |

**(g) Rules of Engagement for Oral Presentations**:

(1) Offerors can expect the presentation to be conducted in a conference room with a table of sufficient size to accommodate the participants, including the Government attendees.
(2) The Government will provide a whiteboard, dry erase markers, internet connection, projector/display screens, power strip, and a TEAMS link for use during oral presentations. Offerors will be expected to provide their own laptop and any other materials required for the demonstration.
(3) Offerors may not generally ask questions during the oral presentation. Any questions asked must be directed to the Contracting Officer and should only deal with logistics and conduct of the oral presentation.
(4) Offerors are responsible for managing their presentation content, timing, and participation. Offerors are advised that time limits will be strictly enforced for each presentation session to ensure fairness and consistency among all Offerors. Offerors may decline to respond to any specific Government questions; however, the Government will evaluate the presentation based on the information provided.
(5) The Offeror's participants shall not reach back to personnel not present for the oral presentation, by telephone, e-mail or any other means, to any other personnel or persons for assistance during any component of the oral presentation, including the interactive dialogue with the Government.
(6) The Government will not interrupt the Offeror's presentation but will ask clarifying questions at the conclusion prior to caucusing to formulate additional questions. The Government may ask different questions of different Offerors based on the content of each oral presentation and the Government's need for clarification. Variations in the scope or quantity of questions asked does not constitute unequal treatment.
(7) The Government intends for the oral presentation to include limited interactive exchanges, at the conclusion of the offeror's presentation, between the Government and the Offeror for the purpose of clarifying or obtaining a better understanding of information presented during the oral presentation. Such exchanges are considered part of the oral presentation process and are not intended to constitute negotiations pursuant to FAR 15.202(a)(2). The Government will not ask questions that invite or permit the Offeror to materially modify its proposal, and Offerors shall not introduce new proposal material, content, or otherwise attempt to revise their proposal during the oral presentation.
(8) Oral presentations are distinct from the Government's reserved right to conduct communications, clarifications, or discussions at a later stage of the procurement, if determined necessary by the Contracting Officer.

(End of Provision)

## L.17 INSTRUCTIONS FOR PRICE – VOLUME III (FACTOR 3)

The Offeror shall include the detailed information outlined below so the proposals can be evaluated in accordance with Section M, Evaluation Factors for Award.

(a) The Offeror shall complete and submit with its Volume III proposal all items marked as TBP in Section B.3, Periods of Performance and Exhibit D, Milestone Payment Schedule, based on its overall approach to performing this effort. The proposed amounts shall be rounded to whole numbers.

**NOTE**: A separate Section B.3 is not required to be submitted in addition to what is required in accordance with Section L.18(a), Contract Offer.

(b) The Offeror is responsible for the accuracy and completeness of its proposed prices. Utilizing Exhibit D, offerors may propose deviations from the Government Proposed Payment Percentage (column G), or combinations of, Milestone Payments and associated Deliverables, provided all Data Requirements are met as described in Column D of Exhibit D. Any deviations from Government Proposed Payment Percentages or combinations of Milestones and associated Deliverables shall be clearly outlined and justified in the supporting narrative submission of this Volume. Offerors proposed payment percentages and associated milestone value shall not exceed the Not to Exceed (NTE) percentages provided by the Government outlined in Column H of Exhibit D and shall be commensurate with the work completed under the milestone.

**NOTE:** The combination of Milestones 1a – 1c shall not exceed 30%. The combination of Milestones 1d – 1f shall not exceed 30%.

(c) The Offeror's proposed price shall reflect the complete and total price for the services required in this solicitation and shall be fully inclusive of all direct costs, indirect costs, and profit.

(d) The Government expects the contract will be awarded based upon adequate price competition. However, in order to determine the proposed prices are fair and reasonable, the Government reserves the right to request the Offeror provide other than certified cost or pricing data, to include a cost breakdown to support proposed prices, in accordance with FAR 15.403-1(f); any communications regarding such a request for other than certified cost or pricing data and cost breakdown data will not be considered negotiations as set forth in FAR 15.202(a)(2)(iii).

(End of Provision)

**L.18 INSTRUCTIONS FOR BUSINESS PROPOSAL – VOLUME IV**

(a) **Contract Offer:** Offerors shall submit with its proposal all sections of the resultant Contract as follows:

(1) The Offeror shall submit a **signed contract proposal (see FAR 4.207, Contractor's Signature)** with its original proposal since it is anticipated that award will be made without discussion (see FAR 52.212-1, Instructions to Offerors-Commercial Items). The contract offer shall consist of the following:

(A) Names, titles, addresses, telephone numbers, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.

(B) Name, title, and signature of person authorized to sign the offer. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, even if that evidence has been previously furnished to the solicitation issuing office.

(C) 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).

(D) One signed copy of the Standard Form (SF) 1449 with applicable Items 12-18 completed. The Offeror shall complete all required fill-ins in Sections B to M of the solicitation. The additional Exhibits listed in Section J will be added to the contract by the Contracting Officer at the time of or after contract award.

**NOTE:** The Offeror's proposed Exhibit F, Organizational Conflicts of Interest (OCI) Plan (reference Exhibit B, DRL/DRD PM-05), is required within 30 calendar days after the contract effective date; not with the Offeror's proposal submission.

(E) Executed Representation and Certifications including fill-ins in Section K of this solicitation and any information not available in the System for Award Management (SAM) that is specific to this solicitation.

(F) Offeror shall properly acknowledge all amendments (if any) to the solicitation by signing and dating Page 1 of each Standard Form 30, Amendment of Solicitation/Modification of Contract, and including it in the Business Proposal Volume IV.

(G) A cover letter stating acceptance of the proposed contract terms and conditions that are incorporated into the contract proposal and the Statement of Work (SOW); or a cover letter listing all specific exceptions to the terms, conditions, or requirements. Include the reason for the exception, new terms, conditions and/or clauses, including proposed benefit to the Government. This list must include all exceptions, deviations and/or conditional assumptions taken. Offerors are cautioned that exceptions or new terms, conditions, 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.

(b) **Disclosure of Artificial Intelligence (AI) Use During Contract Performance:** Offerors shall submit a statement disclosing any intent to propose, or plan to use AI to perform contract requirements. Negative responses are required.

(c) **Additional Required Documentation:** The Offeror shall submit the following additional required documentation as part of its Business Proposal – Volume IV submission (**NOTE**: This documentation will not be evaluated as part of the selection process for contract award. Instead, the Government will review the submitted information to verify the Offerors compliance with the stated requirements as part of the overall Responsibility Determination as noted in provision M.3, Prospective Contractor Responsibility):

(A) <u>AS9100 Compliance Documentation</u>:

(1) The Offeror's quality system shall be compliant with the requirements of the current Aerospace Standard AS9100, Quality Management Systems Requirements, **<u>upon proposal receipt</u>**. "Compliant" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited International Standard.
(2) An Offeror **<u>that is</u>** AS9100 certified/registered shall submit a copy of its AS9100 certification/registration certificate with its proposal.
(3) An Offeror **<u>that is not</u>** AS9100 certified/registered shall:

(i) Demonstrate its compliance with AS9100 by submitting a copy of its Quality Plan, its Quality System Manual, as well as the specific Quality System Procedures to address the following: (a) contract and subcontract management; (b) customer requirement review and execution; (c) task management, including work order generation and processing; (d) document control; (e) handling of customer supplied product; (f) corrective, preventive and continuing improvement action systems; (g) training of employees; (h) customer satisfaction/performance measurement; and (i) design control.

(ii) The Offeror's Quality Plan shall describe how the Contractor will maintain or modify existing quality system documentation needed to ensure effective planning, operation and control of processes/work activities/resources specific to accomplish the requirements of this contract. The Offeror shall describe how the integrity of the Quality Management System (QMS) is maintained when changes to the QMS are planned and implemented.

(iii) The Offeror's Quality System Manual shall describe the quality management system of an organization. The quality manuals can vary in detail and format to suit the size and complexity of an individual organization.

(B) <u>Small Business Participation:</u>

(1) All Offerors, **except** small businesses, shall complete the portion of the instructions under "Small Business Subcontracting Plan" (Paragraph (3)) specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be performed by a small business either at the prime level or at the first-tier subcontract level.

(2) All Offerors shall respond to the "Commitment to the Small Business Program" (Paragraph 4).

(3) Small Business Subcontracting Plan (**APPLICABLE TO OTHER THAN SMALL BUSINESSES)**

(i) This solicitation contains FAR 52.219-9, Small Business Subcontracting Plan, and its Alternate II. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with the proposal.

(ii) The Plan submitted with the proposal shall be incorporated in Section J as Exhibit E in the resulting contract. In accordance with FAR 52.219-9,the requirements in the Plan must flow down to first-tier large business subcontracts that offer subcontracting possibilities. . Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(iii) Offerors must perform an independent assessment of the small business subcontracting opportunities. The Contracting Officer **HAS NOT** established subcontracting goals for this acquisition. Therefore, Offerors shall propose goals expressed as a percentage of TOTAL CONTRACT VALUE (basic and all options combined) for the following categories (NOTE: Each category represents a distinct goal for that category.):

| **Category** |
|---|
| Small Businesses (SB) |
| Small Disadvantaged Business Concerns (SDB) |
| Women Owned Small Business Concerns (WOSB) |
| HUBZone Small Business Concerns (HBZ) |
| Veteran Owned Small Business Concerns (VOSB) |
| Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB) |

(iv) If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort required by 52.219-9, Small Business Subcontracting Plan, the Offeror shall discuss its approach to include a timeline for meeting these goals and the rationale for it.

(v) NASA will consider the amount of work being retained for performance by the prime Offeror in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed. 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 performance to increase participation in that category.

(vi) The Plan submitted with the proposal shall provide a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE

and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall ensure the Plan identifies the proposed subcontracting goals for the base period and each option period separately.

Example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at $100M with estimated subcontracts of $50M:

| | *Column A* | *Column B* | *Column C* |
|---|---|---|---|
| **Business Category** | **Goal as Percent of Contract Value** | **Dollar Value to be subcontracted per Category** | **Goal as Percent of Subcontracting Value** |
| Small Business Concerns | 25 percent | $25,000,000 | 50 percent |
| Large 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.* | | | |
| **Subcategories of Small Business Concerns** | | | |
| Women Owned Small Business Concerns | 9 percent | $9,000,000 | 18 percent |
| Small Disadvantaged Business Concerns | 5.5 percent | $5,500,000 | 11 percent |
| Veteran Owned Small Business Concerns | 2.5 percent | $2,500,000 | 5 percent |
| Service-Disabled Veteran-Owned Small Business Concerns | 1.5 percent | $1,500,000 | 3 percent |
| HUBZone Small Business Concerns | 1.5 percent | $1,500,000 | 3 percent |

It is recommended that Offerors first complete Column B by entering the dollar amount the Offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the TOTAL OFFERED PRICE OF THE PROPOSAL (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = $2,500,000 divided by $100,000,000, or 2.5%.

To complete Column C, divide the corresponding amount in Column B by the amount in the "Total Dollars to be Subcontracted" cell in Column B. In the example above, Column C for Women-Owned Small Businesses = $9,000,000 divided by $50,000,000, or 18%.

**Note**: the "Total Dollars to be Subcontracted" amount in Column C will always be that category divided by itself (100% if any dollars are subcontracted).

(4) Commitment to the Small Business Program (**APPLICABLE TO ALL OFFERORS**)

(i) The Offeror shall briefly describe work that will be performed by small businesses.

(ii) If the subcontractor(s) is known, the Offeror shall connect the work to the subcontractor and specify the extent of commitment to use the subcontractor(s). *(Small Business Offerors shall*

*provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)*

(iii) The Offeror shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. *(For Large Business Offerors, this information should 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.)*

(End of Provision)

**L.19 INCORPORATION OF ASPECTS OF THE CONTRACTOR'S PROPOSAL**

The Government may, unilaterally, choose to incorporate any aspects of an Offeror's proposed approach into the final awarded contract. The Contracting Officer will notify the Offeror, in writing, of incorporation of aspects presented during the oral presentation.

(End of Provision)

**[End of Section]**

## Section M - Evaluation Factors for Award

### M.1 FAR Provisions Incorporated by Reference

| Provision Number | Title | Effective Date |
|---|---|---|
| 52.217-5 | Evaluation of Options. | Jul 1990 |

### M.2 52.212-2 Evaluation - Commercial Products and Commercial Services (NOV 2025) (Deviation)

(a) This competitive best value source selection will be conducted in accordance with FAR Part 12, Acquisition of Commercial Products and Commercial Services combined with FAR Part 15, Contracting by Negotiation, using trade-off procedures. The following factors will be used to evaluate proposals:

1. Factor 1 – Past Performance
2. Factor 2 Technical Approach/Oral Presentation
3. Factor 3 – Price

(b) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation represents the Best Value to the Government, using trade-off procedures, considering price and non-price (Technical Approach/Oral Presentation and Past Performance) factors. The price factor is approximately equal to the combined importance of the non-price factors. Individual non-price factors in order of importance are as follows:

1. Technical Approach/Oral Presentation (Factor 2)
2. Past Performance (Factor 1)

The Government may award to other than the lowest-priced or the highest-rated Offeror.

(c) Evaluations will be based solely on the materials included in the written and oral presentation proposal volumes and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the Offeror and/or inability to demonstrate adequate qualifications and resources. The Government intends to make award without conducting negotiations; therefore, the Offeror's initial proposal should contain the Offeror's best terms. After receipt of proposals, the Government will conduct an evaluation; however, during the evaluation process, the Government may, solely at its discretion, communicate with Offerors regarding clarification of proposal elements. At any time prior to selection, including upon receipt of proposals, the Government may exclude a proposal from further consideration for any material failure to follow instructions, including the omission of required information, or when the Offeror is no longer considered to be among the most highly rated offerors being considered for award.

(d) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(e) Award will be made to the Offeror that is deemed responsible in accordance with the FAR Part 9, whose proposal conforms to the solicitation requirements, and is determined, by the Source Selection Authority's (SSA's) integrated assessment of the evaluation criteria, including the relative importance of the evaluation criteria, to represent the best value to the Government.

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

(End of Provision)

## M.3 PROSPECTIVE CONTRACTOR RESPONSIBILITY

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1.

(b) In the Government's determination of an Offeror's responsibility, the Government intends to review the areas set forth in FAR 9.104-1, including a review of the items required in provision L.18(c), Additional Required Documentation. Any communication regarding responsibility determinations will not be considered negotiations as set forth in FAR 15.202.

(End of Provision)

## M.4 Non-Price Factors:

### M.4.1 Factor 1 – Past Performance

(a) The Government will evaluate each Offeror's current/recent record (including the record of any significant subcontractors, but not the past performance of individuals who are proposed to be involved in the required work), of performing services or delivering products that are similar in content, and complexity to the requirements of this solicitation, as defined at provision L.15. The Government will evaluate the past performance of the prime and each significant subcontractor (reference provision L.11, Significant Subcontractor) considering the amount and type of work each firm is proposed to perform. The confidence rating assigned to Past Performance will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, and data the Government obtains from other sources. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a "Neutral" rating.

(b) The Government will assess each past performance reference for pertinence (relevancy) and performance (quality of performance). In the event the reference cannot be verified for both pertinence and performance, the reference will not be considered in the evaluation and will be documented as such.

(1) In assessing pertinence, the Government will consider the degree of similarity in content and complexity to the requirements in this solicitation, as well as the recency and duration of the past performance.

(2) In assessing performance (quality of performance), the Government will assess the Offeror's overall recent performance record for meeting technical, schedule, cost, quality, safety, overall mission success, subcontracting goals, and other contract requirements. Isolated or infrequent problems that were not severe or persistent, and for which the Offeror took immediate and appropriate corrective action, may not impact the rating; however, the rating may be reduced when problems were within the contractor's control and were significant, persistent, frequent, or when there is a pattern of problems or negative trend of performance.

(c) **Factor 1 Confidence Ratings**: The Past Performance factor is not numerically weighted or scored. The Government will assign an overall confidence rating, to include pertinence and performance, in accordance with the NASA Federal Acquisition Regulation Supplement (NFS) Companion Guide (CG) NFS 1815.23 (c) as set forth below:

| Rating | Definition |
|---|---|
| Very High Level of Confidence | The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. |
| High Level of Confidence | The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and |

| | |
|---|---|
| | economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. |
| Moderate Level of Confidence | The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. |
| Low Level of Confidence | The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary 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 was required in one or more areas. Performance problems occurred in one or more areas which adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. |
| 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 15.202(c)(1)). |

**M.4.2 Factor 2 – Technical Approach/Oral Presentation**

(a) The Government will evaluate the Offeror's oral presentation to gain a clear understanding of the Offeror's ability to meet the requirements described in provision L.16(b).

(b) Offerors may receive a more favorable evaluation if their Technical Approach/Oral Presentation demonstrates innovative, practical approaches or techniques that provide a clear and measurable benefit to the Government in achieving mission outcomes and reducing the time to science. The determination of what constitutes such benefit rests solely with the Government and its evaluation team.

(c) The Government's assessment will be based solely on the content of the oral presentation itself. Should the Offeror elect to utilize slides or other supporting materials during the oral presentation as a visual aide, the team will review the content presented during the presentation to ensure it aligns with the orally presented Technical Approach. Slides and any other supporting material will not be separately evaluated under Factor 2. Inconsistencies between the slides or other supporting material and content orally presented may reduce the Government's confidence under Factor 2.

(d) **Factor 2 Adjectival Ratings**: The Technical Approach/Oral Presentation factor is not numerically weighted or scored. The Government will assign an adjectival rating in accordance with Table 4.2-1.

TABLE 4.2-1

| Rating | Definition |
|---|---|
| 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 overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist. |
| Good | A proposal having no deficiency 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. |

(e) Findings Definitions for Technical Approach/Oral Presentation:
In accordance with FAR 15.001, Deficiency, Weakness and Significant Weakness are defined as follows:

Deficiency: Any part of an offer that does not conform to a material requirement of a RFP. A material requirement is one that affects price, quantity, quality or delivery, or that the RFP requires to be met at the time of proposal submission.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness: A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

The definitions for Strength and Significant Strength are not defined in the FAR; however, the following definitions will be used:

Strength: An aspect of the proposal that will have a positive impact on the successful performance of the contract.

Significant Strength: An aspect of the proposal that greatly enhances the potential for successful contract performance.

**M.5 Factor 3 – Price Evaluation**

The Government will perform a price analysis in accordance with FAR 15.404-1 by evaluating the prices proposed in response to this RFP to determine if the prices are fair and reasonable. The evaluation may include, but is not limited to, comparing all proposed prices in response to the RFP and comparing each proposed price to the Independent Government Cost Estimate. No adjectival rating will be utilized for evaluating price.

The SSA's comparative assessment of proposals will be based on the Total Proposed Price (Total Base and Option Periods) in Exhibit D, Milestone Payments.

Options. The Government will evaluate proposals for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

An offer may be rejected, at any time during the Government's evaluation, if the CO determines in writing that it is unreasonable as to price.

(End of Provision)

**[End of Section]**