

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 31 PAGES	
2. AMENDMENT/MODIFICATION NUMBER 1		3. EFFECTIVE DATE 09/09/2026		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY NASA/John F. Kennedy Space Center Procurement Office, Mail Code: OP-OS Kennedy Space Center, Florida 32899		CODE KSC		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				(X)		80KSC026R0023	
				(X)		9B. DATED (SEE ITEM 11) 08/28/2026	
				()		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.						
()							
()	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
()	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
()	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

The purpose of this amendment is to make the following revisions (reference the change bars on the attached replacement pages).

1. Extend the RFQ proposal due date from September 10, 2026, by 4:30 PM ET, to September 14, 2026, by 4:30 PM ET.
2. Update Terms and Conditions. Revisions are indicated by blue text and/or strikethrough.
3. RFQ section 1.1(c) is revised from “Volumes 1 and 3” to “Volumes 1 and 4”. Revisions are indicated by blue text and/or strikethrough.
4. RFQ section 4. Past Performance has been revised. Attachment L-02 Past Performance Questionnaire has been added. Revisions are indicated by blue text and/or strikethrough.
5. Update Attachment 1 Statement of Work (SOW). Revisions are indicated by blue text and/or strikethrough.

Combined Synopsis/Solicitation

This notice is a combined synopsis/solicitation for commercial products and commercial services prepared in accordance with the FAR Part 12, Acquisition of Commercial Products and Commercial Services. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued.

This notice is being issued as a Request For Quote (RFQ) under solicitation number 80KSC026R0023 for one 500-Ton Trailer-Mounted Air-Cooled Chiller.

The provisions and clauses in the RFQ are those in effect through FAC 2026-01 which can be obtained from: <https://www.acquisition.gov/browse/index/far> and <https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>.

The NAICS Code and Size Standard are 333415 and 1,250 employees, respectively. The offeror must state in their offer their size status for this acquisition.

All responsible sources may submit an offer which must be considered by the agency.

Delivery to Kennedy Space Center (KSC), FL is required on or before June 30, 2027. Delivery must be free on board (FOB) Destination.

Offers for the items(s) described above are due by 4:30 p.m. ET on September ~~10~~14, 2026, to: victoria.c.hargrave@nasa.gov and must include, solicitation number, FOB destination to this Center, proposed delivery schedule, warranty duration (if applicable), taxpayer identification number (TIN), identification of any special commercial terms, and be signed by an authorized company representative. Offerors are encouraged to use the Standard Form 1449, Solicitation/Contract/Order for Commercial Products and Commercial Services form found at URL: <https://www.gsa.gov/reference/forms/solicitationcontractorder-for-commercial-products-and-commercial-services>

The following clauses and provisions are incorporated; full text of the clauses and provisions may be accessed electronically at:

FAR - [FAR Overhaul - Part 52 | Acquisition.GOV](#)

NFS - <https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>

Offerors must provide the information required by FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services, (Sep 2023) which is incorporated by reference. Addenda to FAR 52.212-1 Offerors-Commercial Products and Commercial Services (Sep 2023), are as follows:

ADDENDUM TO 52.212-1 — INSTRUCTIONS TO OFFEROR

The following instructions supplement the provision at FAR 52.212-1, Instructions to Offeror—Commercial Products and Commercial Services.

1. GENERAL

Offeror shall submit a firm-fixed-price quote to provide and deliver an electrically powered, air-cooled hydronic chiller mounted on a Department of Transportation (DOT)-rated trailer, with associated electrical cabling, chilled water hoses, and connections capable of interfacing with all existing portable chiller facility connections across Kennedy Space Center (KSC).

The quoted equipment shall meet all requirements specified in Attachment J-01, Statement of Work, and the terms and conditions of this solicitation.

Quotes shall be clear, concise, and sufficient for the Government to determine compliance with the solicitation requirements.

Oral communications are not acceptable in response to this notice. All responsible sources may submit an offer which shall be considered by the agency.

Offeror shall organize their quotes in accordance with the instructions below.

1.1 Page Limitations and Instructions:

(a) The following page limitations are established for each portion of the quote submitted in response to this solicitation.

Quote Volume	Section Title	Page Limit
1	Price	Not applicable
2	Technical	5 pages
3	Past performance	8 pages
4	Small Business Subcontracting Plan	Not applicable
<u>5</u>	<u>Other Required Information</u>	<u>Not applicable</u>

(b) A page is defined as one side of sheet, 8 1/2" × 11", with at least one-inch margins on all sides, using not smaller than 12-point type. Foldouts count as an equivalent number of 8 1/2" × 11" pages. The metric standard format most closely approximating the described standard 8 1/2" × 11" size may also be used. Other limitations or instructions identified as follows:

- (1) All text (excluding text within graphics) shall be searchable.
- (2) External hyperlinks are not allowed and linked information will not be evaluated.
- (3) Embedded audio or videos are not allowed, and data will not be evaluated.
- (4) Except for the Attachment L-01, Fixed Price Template, all pages shall be numbered and include the Offeror's name, solicitation number, and date in the header or footer section of each page. Text contained within headers and footers will not be evaluated and is not subject to the 12-point type requirement.
- (5) Text within graphics shall use a point type not smaller 10-point type. Text within tables shall use a point type not smaller than 12-point type.

(c) Title pages, pages intentionally left blank (i.e., pages with no proposal material), and tables of contents, are excluded from the page counts specified in paragraph (a) of this provision. Volumes 1, ~~and 3~~ 4, and 5 of the Offeror's quote is not page limited. However, information is to be strictly limited to the content of the volume(s) and section(s). Information

that can be construed as belonging in one of the other volumes or sections of the proposal will be so construed and counted against that section's page limitation.

1.2 Questions:

All questions regarding this solicitation must be e-mailed to victoria.c.hargrave@nasa.gov by 4:30 p.m. ET on September 03, 2026.

1.3 Quote Submission:

Quotes shall be submitted electronically as follows:

Response date: 4:30 p.m. ET on September ~~10~~14, 2026

E-mail quote to: victoria.c.hargrave@nasa.gov

The quote shall be organized in the following order:

1. [Volume 1: Price](#);
2. [Volume 2: Technical Submission](#);
3. [Volume 3: Past Performance](#);
4. ~~Other Required Information; and~~
- 4.5. [Volume 4: Small Business Subcontracting Plan](#), if requested by the Contracting Officer.*

*Note: the Small Business Subcontracting Plan should NOT be submitted with original responses until requested by the Contracting Officer.; [and](#)

[5. Volume 5: Other Required Information.](#)

1.4 Discussions:

The Government intends to award without discussions with respective Offeror. The Government, however, reserves the right to conduct discussions if deemed in its best interest.

1.5 Discrepancies:

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Government in writing with supporting rationale as well as the remedies the offeror is asking the Government to consider as related to the omission or error. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion. This reservation includes matters of additional or substitute pages of the initial proposal.

2. PRICE

Offeror shall complete the Attachment L-01, Fixed Price Template, provided in this solicitation.

3. TECHNICAL SUBMISSION

Offeror shall identify the proposed 500-ton trailer-mounted chiller, including the manufacturer and model number, and provide sufficient information for the Government to determine whether the proposed product meets the mandatory requirements identified in Attachment J-01, Statement of Work.

Offeror may provide existing commercial product literature, manufacturer's specifications, technical data sheets, or other commercially available documentation to demonstrate compliance.

A separate technical narrative is not required when the submitted commercial product documentation sufficiently demonstrates compliance with the requirements of the solicitation.

If the submitted documentation does not clearly demonstrate compliance with a mandatory requirement, the offeror shall provide additional information necessary for the Government to determine compliance.

Offeror shall clearly identify any exception, deviation, or qualification to the requirements of this solicitation.

4. PAST PERFORMANCE

The Offeror shall identify up to three (3) contracts or orders performed or currently being performed within the past five (5) years that are relevant to the requirements of this solicitation. The identified contracts or orders should demonstrate the Offeror's experience and past performance in providing products or equipment that are similar in nature, scope, complexity, and/or magnitude to the requirements of this solicitation.

For each contract identified, the Offeror shall provide:

1. Customer/Agency Name;
2. Contract or Order Number;
3. Brief description of the product or equipment provided;
4. Contract or Order value;
5. Period of performance;
6. Customer point of contact and telephone number or email address; and
7. A brief description of the Offeror's performance, including any significant performance problems and the corrective actions taken.
- 7.8. Offeror's role (e.g., prime contractor or subcontractor), if applicable.

The Government may consider past performance information obtained from sources other than those identified by the Offeror. The Government may also consider the extent to which the past performance information demonstrates the Offeror's ability to successfully perform the requirements of this solicitation.

The Offeror is responsible for forwarding Attachment L-02, Past Performance Questionnaire, to customers for contracts identified in the past performance volume, except when the contract is included within the Contractor Performance Assessment Reporting System (CPARS). Questionnaires are not required for the Offeror's prime contracts that are listed in CPARS. However, this exception does not apply to subcontracts. The Offeror shall request

that its customers complete Attachment L-02, Past Performance Questionnaire, and return it to the Contracting Officer as stated in the questionnaire. The Government may contact the customers directly. The Offeror is responsible for ensuring that questionnaires are completed and provided to the Contracting Officer by solicitation due date. Instructions for completing Attachment L-02, Past Performance Questionnaire, are contained in the form. The Government will not accept questionnaires directly from the Offeror.

5. SMALL BUSINESS SUBCONTRACTING PLAN

If the apparently successful offeror is a large business, then in accordance with FAR 52.219-9, Small Business Subcontracting Plan, in order to be eligible for award, large businesses must, upon the Contracting Officer's request, submit and negotiate acceptable Small Business Subcontracting Plans. Such plans are only required from large businesses if it is apparently successful offeror.

The Contracting Officer will notify the apparently successful offeror if a subcontracting plan is required and will establish the time period for submission and negotiation of the plan.

A subcontracting plan is not required from a small business concern.

6. OTHER REQUIRED INFORMATION

The SF1449 as outlined in FAR 52.212-1(b) signed by an authorized representative.

Offeror shall submit all representations, certifications, and other information specifically required by this solicitation.

Quotes shall include the solicitation number, company name, address, CAGE code, point of contact, and business size, FOB destination to this Center, proposed delivery schedule, discount/payment terms, taxpayer identification number (TIN), identification of any special commercial terms, warranty duration, country of manufacturer, and be signed by an authorized company representative.

The offeror shall include a statement of acceptance of the solicitation provisions and clauses, along with a list and explanation of any exceptions or conditional assumptions made, to include where it is addressed in the quote. Failure to clearly indicate exceptions to the proposed purchase order terms and conditions contained in this solicitation will be construed as acceptance of them, verbatim. The offeror is cautioned that exceptions, inaccurate conditional assumptions, or new terms and conditions or clauses may result in the quote being determined unacceptable, may preclude award to an offeror if award is made without discussions, or may otherwise affect an offeror's competitive standing.

ADDENDUM TO 52.212-2 — EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services, applies to this solicitation and is supplemented as follows.

(a) (1) Evaluation Process

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. In accordance with (IAW) FAR Part 12, Acquisition of Commercial Items, the Contracting Officer will utilize the Lowest Price Technically Acceptable (LPTA) process to evaluate offers.

Any quotation submission that fails to comply with the RFQ requirements may be removed from further consideration.

Offerors will be checked against the List of Parties Excluded from Federal Procurement and Non-procurement Programs. Offerors who appear on the List will be eliminated without further consideration.

The Government will evaluate quotes in ascending order of the evaluated price, beginning with the lowest-priced quote. The Government will evaluate the price of each offer to determine whether the offered price is fair and reasonable and if so, then evaluate the lowest-price quote for Technical Acceptability and Past Performance.

If the lowest-priced quote is determined to be fair and reasonable, technically acceptable, and has acceptable past performance, the Government will identify that offeror as the apparently successful offer and will proceed with the applicable pre-award requirements. The Government will not evaluate higher-priced quotes for purposes of award.

In the event that the lowest price quote is not fair and reasonable, technically unacceptable, or does not have an acceptable past performance, then the second lowest price quote will be evaluated. This process will continue in ascending order of evaluated price until an offer is identified that meets all applicable evaluation requirements.

(2) Equally priced quotes

- (i) In the event the Government receives two or more equally priced quotations, the following order of priority will be used for determining the order of evaluation:
 - I. Small business concerns that are also labor surplus area concerns
 - II. Other small business concerns
 - III. Other business concerns
- (ii) If two or more quotes still remain equal after application of paragraph (i) of this section, the order of evaluation will be determined by a drawing limited to those quotes. The drawing will be witnessed by at least three persons.

(3) Price Evaluation:

The Government will evaluate the total evaluated price to establish the order in which quotes will be considered. Any quotation submission that fails to comply with the RFQ requirements may be removed from further consideration.

Beginning with the lowest-priced quote, the Government will determine whether the price is fair and reasonable in accordance with applicable FAR requirements.

(4) Technical Acceptability:

(i) The Technical Acceptability Factor will be evaluated on an acceptable/unacceptable basis based on the offeror's compliance with the requirements specified in Attachment J-01, Statement of Work (SOW). To be determined technically acceptable, the offeror must meet all requirements in the SOW. Only quotes that are individually rated "Acceptable" or "Potentially Acceptable" are evaluated for past performance. An "Unacceptable" rating will result in an overall quote being rated "Unacceptable", which eliminates the quote from further consideration and makes the quote ineligible for award.

(ii) Technical Acceptability ratings:

I. "Acceptable" means the quote meets the minimum requirements identified in the solicitation for the respective area.

II. "Unacceptable" means the quote does not meet the minimum requirements identified in the solicitation for the respective area.

III. A quote may be rated "Potentially Acceptable" under a respective area when the Government is unable to make an "Acceptable" or "Unacceptable" determination and clarifications are necessary to validate the information provided to make such a determination. Although an Offeror may receive a rating of "Potentially Acceptable," it does not guarantee that the Offeror will be provided an opportunity to revise its quote. Because clarifications may enhance the Government's understanding of a quote, allow reasonable interpretation of a proposal, or facilitate the evaluation process, the Government may assign a rating of "Unacceptable" at the conclusion of clarifications.

(5) Past Performance Evaluation

(i) The Government will evaluate the offer's past performance to determine whether the offeror has demonstrated a record of satisfactory performance on relevant contracts or orders for similar products or requirements.

Past performance will be evaluated on an acceptable or unacceptable basis. The Offeror's recent and relevant past performance of work similar in size, content, and complexity to the requirements of this acquisition will be evaluated. Contracts cited by the offeror shall meet the criteria established in paragraph 5 of the provision.

The evaluation will include, but not be limited to, the company's compliance with technical requirements, how well the Offeror has met completion dates, any unique schedule requirements, interim deliverables and milestones.

The evaluation will consider the Offeror's past performance volume and responses to past performance questionnaires.

The Government may supplement the information contained in the proposal with information obtained from the Government organizations and personnel, commercial sources, public information sources, and, if applicable, data gathered during clarifications and negotiations.

The Government will consider, among other things, the currency and relevance of the information, source of the information, context of the data, and general trends in the Offeror's performance.

An Offeror with no relevant past performance history will not be evaluated favorably or unfavorably on the basis of past performance.

- (ii) Past performance acceptability ratings:
 - I. An “Acceptable” rating will be assigned when (1) the offeror’s past performance record indicates at least a rating of “satisfactory” performance on relevant contracts or orders, therefore allowing the Government to have a reasonable expectation that the offeror will successfully perform the required effort; or (2) the offeror’s performance record is unknown. See note below in paragraph III of this section.
 - II. An “Unacceptable” rating will be assigned when the offeror’s performance record indicates an unsatisfactory record of performance, and therefore, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.
 - III. Note: In the case of an Offeror with no record of relevant past performance, or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown or neutral past performance. In the context of acceptability/unacceptability, the “unknown” or “neutral” shall be considered “acceptable.”

(6) Small Business Subcontracting Plan Evaluation

For an apparently successful offeror that is other than a small business concern, the offeror shall be required to submit and negotiate an acceptable subcontracting plan in accordance with FAR 19.702 and FAR 52.219-9. The subcontracting plan will not be considered in determining the order in which quotes are evaluated or in determining technical acceptability. Failure to submit and negotiate an acceptable subcontracting plan within the time prescribed by the Contracting Officer will render the offeror ineligible for award.

If the apparently successful offeror is a small business concern, no subcontracting plan is required.

(7) Responsibility

In addition, Offerors must be deemed responsible in accordance with FAR Subpart 9.1 prior to award.

(b) Not Applicable

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

FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE

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

(End of Clause)

FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services, (Nov 2023) is applicable.

**LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES INCORPORATED BY REFERENCE**

~~52.202-1 — DEFINITIONS (JUN 2020)~~

52.203-3 GRATUITIES (APR 1984)

~~52.203-5 — COVENANT AGAINST CONTINGENT FEES (MAY 2014)~~

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE
GOVERNMENT (JUN 2020) ALT. I (NOV 2021)

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

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

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

~~52.203-17 — CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)~~

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

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

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

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

~~52.209-11 — REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)~~

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERICAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

~~52.215-8 — ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)~~

~~52.215-21 — REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (NOV 2021)~~

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (ALT IV) (JAN 2025)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (SEP 2021)

52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (SEP 2025)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2026)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2025)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 2024)
52.223-23	SUSTAINABLE PRODUCTS (MAY 2024)
52.225-1	BUY AMERICAN SUPPLIES (OCT 2022)
52.225-2	BUY AMERICAN CERTIFICATE (OCT 2022)
<u>52.225-5</u>	<u>TRADE AGREEMENTS (NOV 2023)</u>
<u>52.225-6</u>	<u>TRADE AGREEMENTS CERTIFICATE (FEB 2021)</u>
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
52.228-5	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN

~~1997)~~

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

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

~~52.232-1 — PAYMENTS (APR 1984)~~

~~52.232-8 — DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)~~

~~52.232-11 — EXTRAS (APR 1984)~~

~~52.232-17 — INTEREST (MAY 2014)~~

~~52.232-23 — ASSIGNMENT OF CLAIMS (MAY 2014)~~

~~52.232-29 — TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)~~

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

~~52.232-39 — UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)~~

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

~~52.233-1 — DISPUTES (MAY 2014)~~

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026)

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

~~52.242-13 — BANKRUPTCY (JUL 1995)~~

~~52.242-15 — STOP WORK ORDER (AUG 1989)~~

~~52.242-17 — GOVERNMENT DELAY OF WORK (APR 1984)~~

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND
COMMERCIAL SERVICES (OCT 2025)

~~52.246-2 — INSPECTION OF SUPPLIES — FIXED PRICE (AUG 1996)~~

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

~~52.246-15 — CERTIFICATE OF CONFORMANCE (APR 1984)~~

~~52.246-16 — RESPONSIBILITY FOR SUPPLIES (APR 1984)~~

~~52.246-23 — LIMITATION OF LIABILITY (FEB 1997)~~

~~52.246-26 — REPORTING NONCONFORMING ITEMS (AUG 2024)~~

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

~~52.253-1 — COMPUTER GENERATED FORMS (JAN 1991)~~

1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER
RIGHTS (JUL 2023)

1852.215-84 OMBUDSMAN (NOV 2023)

1852.226-71 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING
(SEP 2025) (DEVIATION)

1852.226-73 MAJOR BREACH OF SAFETY OR SECURITY – ALT I (FEB 2026)

1852.226-74 SAFETY AND HEALTH (SHORT FORM) (FEB 2026)

1852.226-74 SAFETY AND HEALTH (SHORT FORM) (FEB 2026)

1852.233-70 PROTESTS TO NASA (DEC 2015)

1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

(End of clause)

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

(a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalties. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (NOV 2024)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to <https://www.sam.gov>. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers.* The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI).*

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to <https://www.sam.gov> for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN).*

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code.*

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to <https://cage.dla.mil/>.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	Then...
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications.*

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information.* The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

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

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to

identify a commercial or government entity by unique location (referred to as “CAGE code”); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) Active registration.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at <https://www.sam.gov> during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) Novation and change-of-name agreements.

(1) If the Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) Assignees.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)

(a) *Definition.*

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) Definitions. As used in this clause-

"Active-duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act

as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NASA John F. Kennedy Space Center
ATTN: Victoria Hargrave
Mail Code: OP-OS
Kennedy Space Center, FL 32899

(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)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

1852.216-78 FIRM-FIXED-PRICE (DEC 2018)

The total firm fixed price of this contract is \$ TBD (to be completed at award).

(End of clause)

1852.225-70 EXPORT LICENSES (FEB 2000)

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

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

1852.232-80 SUBMISSION OF 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 requests. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.

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

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

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

(End of clause)

1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (APR 2015)

(a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The forms shall be prepared and distributed as follows: an original and (1) copy.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words “CONTAINS DD FORM 250” on the package.

(End of clause)

~~**1852.247-72 ADVANCE NOTICE OF SHIPMENT (OCT 1988)**~~

~~Thirty (30) workdays prior to shipping, the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to the Technical Representative and to the Contracting Officer.~~

~~(End of clause)~~

KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (JUL 2018)

The Contractor shall comply with the publications listed and those checked as applicable below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The Contractor shall comply with the following publication, which can be found at <https://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=1600&s=4A>:
NPR 1600.4A, Identity and Credential Management.

The Contractor shall comply with the following publications and those publications checked as applicable below. These documents can be found at

<https://public.ksc.nasa.gov/ppd/documents/>:

KNPR 8715.2, Comprehensive Emergency Management Plan (CEMP)
KNPR 1600.1, KSC Security Procedural Requirements
KNPR 8500.1, KSC Environmental Requirements
KNPR 8715.3, KSC Safety Procedural Requirements
KNPD 1600.3, Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property
Check if applicable:

- []KNPD 1810.1 KSC Occupational Medicine Program
- []KNPR 1860.1 KSC Ionizing Radiation Protection Program
- []KNPR 1860.2 KSC Nonionizing Radiation Protection Program
- []KNPR 1820.3 KSC Hearing Loss Prevention Program
- []KNPR 1820.4 KSC Respiratory Protection Program
- []KNPR 1840.19 KSC Industrial Hygiene Programs
- []45SWI40-201 45th Space Wing Instruction 40-201 Radiation Protection Program
- []KNPR 1840.1 KSC Hazard Communication Program
- []KNPR 1870.1 KSC Sanitation and Public Health Program
- []KNPR 2570.1 KSC Radio Frequency Spectrum Management Procedural Requirements
- []KNPR 4000.1 Supply and Equipment System Manual
- []KNPR 6000.1 KSC Transportation Support System Manual
- []KNPR 8715.7 KSC Construction Contractor Safety and Health Practices Procedural Requirements
- []KNPR 8830.1 Facility Asset Management Procedural Requirements

(End of Clause)

NASA Clause 1852.215-84, Ombudsman, is applicable. The Center Ombudsman for this acquisition can be found at: <https://www.hq.nasa.gov/office/procurement/regs/Procurement-Ombuds-Comp-Advocate-Listing.pdf>

This posting, in addition to any attached documents, will be available on www.Sam.gov. Potential offerors will be responsible for downloading their own copy of this combination synopsis/solicitation and amendments (if any).

All contractual and technical questions must be submitted electronically via email to victoria.c.hargrave@nasa.gov not later than 4:30 p.m. ET on September 03, 2026. Telephone questions will not be accepted.

Responses to this combined synopsis/solicitation must be received via email no later than 4:30 p.m. ET on September ~~10~~¹⁴, 2026.

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

Failure to submit a complete electronic offer by the due date and time specified for this RFQ must result in the offer being considered late and must be handled in accordance with FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services.