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SECTION B - SUPPLIES OR SERVICES AND PRICES

B.1 1852.216-78 FIRM FIXED PRICE. (DEC 1988)

The total firm fixed price of this contract is $_____TBP_____.

(End of clause)

B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work Attachment J-01, Statement of Work.

CLIN	Description	Quantity	Unit Price	Extended Price
001	First Article Test (FAT) in accordance with FAR 52.209-4 and Section 6.0 of Attachment J-01, Statement of Work	3 EA	$TBP	$TBP
002	Cable Harness Subassembly in accordance with Attachment J-03, Drawing 120E1300053 titled *Cable Harness Subassembly*. 5X 2(1PTSI#22), 805-004-07NF11-19SA-501/PIGTAIL, Length: 240 Inches (tolerance -0 / +7 inches)	575 EA	$TBP	$TBP
003	Cable Harness Subassembly in accordance with Attachment J-02, Drawing 120E3400043 titled *Cable Subassembly*. 10(5PTSI#22), 805-001-16NF11-19PA/ 805-001-16NF11-19PA Length: 36 inches.(tolerance -0 / +3 inches)	105 EA	$TBP	$TBP
004	Cable Harness Subassembly in accordance with Attachment J-02, Drawing 120E3400043 titled *Cable Subassembly*. 10(5PTSI#22), 805-001-16NF11-19PA/ 805-001-16NF11-19PA Length: 72 inches.(tolerance -0 / +3 inches)	105 EA	$TBP	$TBP
005*	Cable Harness Subassembly in accordance with Attachment J-03, Drawing 120E1300053 titled *Cable Harness Subassembly*. 5X 2(1PTSI#22),	316 EA	$TBP	$TBP

	805-004-07NF11-19SA-501/PIGTAIL, Length: 240 Inches (tolerance -0 / +7 inches). (Same as CLIN 002)			
006*	Cable Harness Subassembly in accordance with Attachment J-02, Drawing 120E3400043 titled *Cable Subassembly.* 10(5PTSI#22), 805-001-16NF11-19PA/ 805-001-16NF11-19PA Length: 36 inches.(tolerance -0 / +3 inches) (Same as CLIN 003)	58 EA	$TBP	$TBP
007*	Cable Harness Subassembly in accordance with Attachment J-02, Drawing 120E3400043 titled *Cable Subassembly*. 10(5PTSI#22), 805-001-16NF11-19PA/ 805-001-16NF11-19PA Length: 36 inches.(tolerance -0 / +3 inches) (Same as CLIN 004)	58 EA	$TBP	$TBP

**Please note line items have been separated due to internal tracking of funding.*

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with Attachment J-01, Statement of Work K0000141093-GEN titled *Sensor Data Acquisition System (SDAS) Patch Distributor Cable Sub-Assembly*; Attachment J-02, Drawing 120E3400043 titled *Cable Subassembly*; Attachment J-03, Drawing 120E1300053 titled *Cable Harness Subassembly* and Drawing120E3100003 titled *Electrical Cable Fabrication Requirements*.

Pursuant to Drawing: 120E1300053 – “CABLE HARNESS SUBASSEMBLY, 5X 2(1PTSI#22), 805-004-07NF11-19SA-501 / PIGTAIL”

- Note 1E, May substitute with Engineering Approved Equal. Cable salient characteristics:
  22 AWG Stranded (7x30) TC Conductors, Plenum, FEP Insulation, Twisted Pair (Black/Red Color Code), Polyester Separator Tape, Overall Alum/Poly Shield (100% Coverage, Alum side out), 22 AWG Stranded TC Drain Wire, FEP Jacket (Red), 0.110 inch OD to 0.141 inch OD in Nom OD, UL/NEC Rated CMP.

(End of Clause)

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION. (SEP 2005)

D.2 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

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)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)

E.2 52.246-15 CERTIFICATE OF CONFORMANCE. (APR 1984)

(See Attachment J-01, Statement of Work, Section 7.0, Deliverables)

I certify that on [*insert date*], the [*insert Contractor's name*] furnished the supplies or services called for by Contract No[ ] via [*Carrier*] on [*identify the bill of lading or shipping document*] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.
Date of Execution: [ ]
Signature: [ ]
Title: [ ]

E.3 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

E.4 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three copies, an original and two copies.

(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.

E.5 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.247-34 F.O.B. DESTINATION. (NOV 1991)

F.2 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

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

(End of clause)

F.3 DELIVERY SCHEDULE

CLIN	Description	Quantity	Delivery
001	First Article Test (FAT) in accordance with FAR 52.209-4 and Section 6.0 of Attachment J-01, Statement of Work	3 EA	**See Clause I.12 52.209-4**

Delivery time period after first article approval:
See Attachment J-01, Statement of Work, Section 7.0, Deliverables – Acceptance Data Package (ADP)

002	Cable Harness Subassembly in accordance with Attachment J-03, Drawing 120E1300053 titled *Cable Harness Subassembly*. 5X 2(1PTSI#22), 805-004-07NF11-19SA-501/PIGTAIL, Length: 240 Inches (tolerance -0 / +7 inches)	575 EA	90 calendar days after FAT approval.
003	Cable Harness Subassembly in accordance with Attachment J-02, Drawing 120E3400043 titled *Cable Subassembly*. 10(5PTSI#22), 805-001-16NF11-19PA/ 805-001-16NF11-19PA Length: 36 inches.(tolerance -0 / +3 inches)	105 EA	90 calendar days after FAT approval.
004	Cable Harness Subassembly in accordance with Attachment J-02, Drawing 120E3400043 titled *Cable Subassembly*. 10(5PTSI#22), 805-001-16NF11-19PA/ 805-001-16NF11-19PA Length: 72	105 EA	90 calendar days after FAT approval.

	inches.(tolerance -0 / +3 inches)		
005*	Cable Harness Subassembly in accordance with Attachment J-03, Drawing 120E1300053 titled *Cable Harness Subassembly*. 5X 2(1PTSI#22), 805-004-07NF11-19SA-501/PIGTAIL, Length: 240 Inches (tolerance -0 / +7 inches). (Same as CLIN 002)	316 EA	90 calendar days after FAT approval.
006*	Cable Harness Subassembly in accordance with Attachment J-02, Drawing 120E3400043 titled *Cable Subassembly.* 10(5PTSI#22), 805-001-16NF11-19PA/ 805-001-16NF11-19PA Length: 36 inches.(tolerance -0 / +3 inches) (Same as CLIN 003)	58 EA	90 calendar days after FAT approval.
007*	Cable Harness Subassembly in accordance with Attachment J-02, Drawing 120E3400043 titled *Cable Subassembly*. 10(5PTSI#22), 805-001-16NF11-19PA/ 805-001-16NF11-19PA Length: 36 inches.(tolerance -0 / +3 inches) (Same as CLIN 004)	58 EA	90 calendar days after FAT approval.

**Please note line items have been separated due to internal tracking.*

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1852.223-72 SAFETY AND HEALTH (SHORT FORM). (APR 2002)

H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

H.3 1852.225-70 EXPORT LICENSES. (FEB 2000)

(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, John F. Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.

H.4 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

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

(End of clause)

SECTION I - CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS. (JAN 2012)

I.2 52.203-3 GRATUITIES. (APR 1984)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

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I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

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I.11 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (AUG 2012)

I.12 52.209-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING. (SEP 1989) - ALTERNATE I (JAN 1997)

(a) The Contractor shall deliver 1 unit of each cable sub-assembly type (3 total) within 70 calendar days from the date of this contract to the Government at NASA John F. Kennedy Space Center, OSBII/ Bldg K6-1249, Room 4231B2, Attn: Ken Hosterman, Kennedy Space Center, FL 32899 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.
(b) Within 15 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

I.13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)

I.14 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (MAY 2012)

I.15 52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)

I.16 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I.17 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I.18 52.215-14 INTEGRITY OF UNIT PRICES. (OCT 2010)

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I.21 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT. (OCT 2010)

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I.23 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

I.24 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)

I.25 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)

I.26 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)

I.27 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I.28 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JUL 2012)

I.29 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

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I.36 52.232-1 PAYMENTS. (APR 1984)

I.37 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

I.38 52.232-11 EXTRAS. (APR 1984)

I.39 52.232-17 INTEREST. (OCT 2010)

I.40 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

I.41 52.232-25 PROMPT PAYMENT. (OCT 2008)

I.42 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)

I.43 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)

I.44 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I.45 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I.46 52.242-13 BANKRUPTCY. (JUL 1995)

I.47 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)

I.48 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

I.49 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

I.50 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I.51 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

I.52 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2012)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months

under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at *http://www.sba.gov/content/table-small-business-size-standards*.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes

specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code *334417* assigned to contract number [*TBD*]. (*Contractor to sign and date and insert authorized signer's name and title)*.

(End of clause)

I.53 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any

public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.54 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): For Federal Acquisition Regulation (FAR)clauses, see https://www.acquisition.gov/far/index.html.
For NASA FAR Supplement (NFS) clauses, see http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm.

(End of clause)

I.55 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(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.56 1852.215-84 OMBUDSMAN. (NOV 2011)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at:
http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.57 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

I.58 CLAUSES INCORPORATED BY REFERENCE -- SECTION I

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)

I.59 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

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

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from

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

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

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

(End of clause)

I.60 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Number	Attachment Title
J-01	Statement of Work, K0000141093-GEN, Sensor Data Acquisition System (SDAS) Patch Distributor Cable Sub-Assembly
J-02	Drawing 120E3400043, Cable Subassembly
J-03	Drawing 120E3100053, Cable Harness Subassembly, Drawing 120E3100003, Electrical Cable Fabrication Requirements

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer;, or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

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

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

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

(End of provision)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334417.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ](i) Paragraph (d) applies.

[ ](ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xvii) 52.225-4, Buy American Act - Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,494, the provision with its Alternate II applies.

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

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

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

[ ](A) Basic.

[ ](B) Alternate I.

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

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

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

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

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

[ ](A) Basic.

[ ](B) Alternate I.

[ ](vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through *https://www.acquisition.gov*. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.3 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES. (AUG 1987)

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

_____

_____

_____

_____

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

	Offeror Recommendations		
Item	Quantity Quotation	Price	Total
____	_____	_____	_____

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

(End of provision)

K.4 52.225-2 BUY AMERICAN ACT CERTIFICATE (FEB 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

K.5 52.225-18 PLACE OF MANUFACTURE. (SEP 2006)

(a) Definitions. As used in this clause--

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products

manufactured outside the United States); or

(2) ___ Outside the United States.

(End of provision)

K.6 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)

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

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

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

(End of provision)

K.7 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to 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 the 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; or

(2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation 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 the 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 had 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, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.8 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than $5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows--

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

K.9 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (DEVIATION FEB 2012)

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

L.2 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

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

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

(End of provision)

L.4 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: Kelly J. Boos
Mail Code: OP-MS
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.

L.5 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): [*Insert one or more Internet addresses*]

(End of provision)

L.6 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

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

Proposal Section	Page Limit
Technical	10 Pages
Price	2 Pages

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

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

L.7 1852.233-70 PROTESTS TO NASA. (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.8 KSC 52.214-90 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS (AUG 2005) (MODIFIED)

Delivery Address:

All offers shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, FL, 32953 on or before the date and time set for

receipt of proposals. The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to Kennedy Space Center. Access to Kennedy Space Center is not required.

Hand-Delivered Offerors:

Offerors are responsible for assuring that hand-carried proposals are received by NASA Government employees at the CIAO. All proposals are to be delivered in a sealed package.

Late Delivery of Offers

Late offers will be processed in accordance with FAR 52.214-7, "Late Submissions, Modifications, and Withdrawals of Bids," or FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition."

Proposal Identification

Sealed packages containing proposals shall be marked to show the offeror's name and address and be addressed as follows:

Attn: Kelly Boos, Contracting Officer
Mail Code OP-MS
Solicitation NNK13460017R/SDAS

L.9 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Kelly J. Boos, Contracting Officer
FAX: 321-867-8424
Email: KELLY.J.BOOS@NASA.GOV
Address: MAIL CODE: OP-MS
NASA JOHN F. KENNEDY SPACE CENTER
KENNEDY SPACE CENTER, FL 32899

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments must be submitted in writing by **8:00 AM EASTERN TIME ON April 3, 2013** to allow for analysis and dissemination of responses in advance of the proposal due date. Questions or comments shall be labeled as a response to NNK13460017R. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

L.10 INSTRUCTIONS TO OFFEROR

(a) Preparation of Proposal

(1) Part 1 – Technical:

1. The offeror shall describe their technical, quality, production and testing capabilities and approach to meeting the requirements set forth in the statement of work and associated drawings as well as their approach to meeting the delivery time frame. Mere acknowledgement or restatement of the requirements is not an acceptable response.

2. Proposal shall clearly state the offeror's fabrication and testing processes detailed in the statement of work and associated drawings.

3. Proposal shall clearly state the material/parts proposed to those specified in the statement of work and associated drawings. In addition, qualification test reports shall be supplied for connector plugs and/or receptacles that are not called out in the associated drawings.

4. The offeror shall provide sufficient technical description and details to show conformance/understanding of the statement of work and associated drawings. (Such as a detailed assembly drawing of each cable sub-assembly type).

(2) Part 2 – Price: The contractor shall submit their proposed firm fixed price for this effort. Additionally, the offeror shall submit a completed Section K - Representations, Certifications, and Other Statements. The completed Section K is excluded from the page limitations for this part.

(b) Identification of unacceptable proposals

The offeror shall fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation. Any failure to clearly indicate exceptions to the proposed contract terms and conditions contained in this RFP will be construed as acceptance of them, verbatim.

All exceptions shall be accompanied by supporting documentation detailing the alternate process(es)/standard(s) for evaluation.

Manufacturer's material/part specification cut-sheets for each substitution shall be supplied for evaluation.

The offeror is cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70) or may otherwise affect an offeror's competitive standing.

(End of provision)

L.11 ADDITIONAL INSTRUCTIONS TO OFFEROR

1. The offeror shall submit a completed SF 33 (Blocks 12 through 18) with an original signature by an official authorized to contractually bind the offeror.

2. The offeror shall complete the indicated offeror required fill-ins in Sections B-K. The balance of the RFP need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified as exceptions.

3. Annual representations and certifications shall be completed in accordance with FAR 52.204-8, Annual Representations and Certifications.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS - LOWEST-PRICE, TECHNICALLY ACCEPTABLE

(a) Proposals will be evaluated in accordance with FAR 15.101-2, "Lowest price technically acceptable source selection process", and NFS 1815.305-70, "Identification of unacceptable proposals".

(b) The following factors will be used to evaluate proposals:

(1) Technical acceptability
(2) Price

(c) The following factors shall be used to evaluate proposals:

1. **Technical Capability**

Technical capability will be determined solely on the content and merit of the information submitted in response to this Solicitation.

a. The following criteria will be considered to determine technical capability.

1. Demonstration of the offeror's capabilities to meet the requirements and delivery time frame

2. Offeror demonstrated processes/standards met those detailed in the statement of work and associated drawings.

3. Offeror demonstrated material/parts met those detailed in the statement of work and associated drawings.

4. Offeror demonstrated conformance/ understanding of the statement of work and associated drawings.

b. The following ratings will be used to evaluate this factor:

Acceptable - The offeror meets and/or exceeds the requirements, and delivery schedule. The contractor has demonstrated an understanding of the requirements and specifications described in the solicitation. The company's level of understanding of the work to be performed is thorough and comprehensive. Probability of successful contract performance is good.

Unacceptable - The offeror does not meet and/or exceeds the requirements, and/or delivery schedule. The technical proposal has failed to demonstrate a satisfactory level

of understanding of the requirement or capability in one or more areas. The company lacks basic understanding of work to be performed under the contract. This low level of understanding or capability would cause significant concern that there would be a high risk associated with the company's performance.

2. Price

The Government will evaluate the reasonableness of the proposed price using price analysis in accordance with FAR 15.404-1(b). This factor is not numerically weighted or scored. Adequate price competition is anticipated in response to this announcement. Cost or pricing data is not required for this solicitation. In the event that there is no competition, information other than cost and pricing data may be requested.

The price proposal shall cover all aspects of Request for Proposal (RFP) and Specification. Contractor must account for all contract line items in the RFP.

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

(End of provision)