

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 21	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NNS15535365R		6. SOLICITATION ISSUE DATE 01/28/2015
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Sonia Rushing			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 02/18/2015 1400 CT
9. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000			CODE SSC	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8(A) NAICS: 335929 SIZE STANDARD: 1,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING 09	
15. DELIVER TO NASA/Stennis Space Center Warehouse Bldg 2204 ATTN: B.T. Wigley (228) 688-3086 Stennis Space Center MS 395296000			CODE	16. ADMINISTERED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE SSC			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Octet, 8-cond, shielded, 20 AWG, rate voltage 300V, length 75000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)			75000	FT		
002	Quad, 4-cond, shielded, 20 AWG, rate voltage 300V, length 60000 (Refer to Specifications for requirements, Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>)			60000	FT		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Gerald Norris		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Attachment 1, dated 01/08/2015)				
003	TSP, 2-cond, shielded, 20 AWG, rate voltage 300V, length 125000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	125000	FT		
004	30 TSP, 30X2-cond, shielded, 18 AWG, rate voltage 300V, length 4000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	4000	FT		
005	60C, 60-cond, shielded, 16 AWG, rate voltage 300V, length 8000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	8000	FT		
006	2C, 2-cond, shielded, 10 AWG, rate voltage 300V, length 4000 (Refer to Specifications for requirements, (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	4000	FT		
007	20 TSP, 20X2-cond, shielded, 16 AWG, rate voltage 300V, length 4000 (Refer to Specifications for requirements, Continued ...	4000	FT		

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Attachment 1, dated 01/08/2015)				
008	6C, 6-cond, shielded, 10 AWG, rate voltage 300V, length 3000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	3000	FT		
009	4C, 1/0 AWG, rate voltage 300V, length 2000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	2000	FT		
010	33C, 33-cond, shielded, 16 AWG, rate voltage 300V, length 2000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	2000	FT		
011	33C, 33-cond, shielded, 16 AWG, rate voltage 300V, length 2000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	2000	FT		
012	3 TSP, 3X2-cond, shielded, 20 AWG, rate voltage 300V, length 1000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	1000	FT		
013	2TSP, 2X2-cond, shielded, 22 AWG, rate voltage 300V, length 1000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	1000	FT		
014	22C, 22-cond, shielded, 20 AWG, rate voltage 300V, length 1000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	1000	FT		
015	7TSP, 7X2-cond, shielded, 22 AWG, rate voltage 300V, length 500 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	500	FT		
016	10C, 10-cond, 20 AWG, rate voltage 300V, length Continued ...	500	FT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	500 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)				
017	6C-16AWG, 4C-4AWG, 300V, length 1000 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	1000	FT		
018	6C, 6-cond, shielded, 12 AWG, rate voltage 300V, length 500 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	500	FT		
019	30 TSP, 30X2-cond, shielded, 20 AWG, rate voltage 300V, length 500 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	500	FT		
020	12 TSP, 12X2-cond, shielded, 20 AWG, rate voltage 300V, length 500 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	500	FT		
021	10C, 10-cond, shielded, 12 AWG, rate voltage 300V, length 500 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	500	FT		
022	60C, 60-cond, shielded, 20 AWG, rate voltage 300V, length 500 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	500	FT		
023	60C, 60-cond, shielded, 20 AWG, rate voltage 600V, length 500 (Refer to Specifications for requirements, Attachment 1, dated 01/08/2015)	500	FT		

PART I. SF 1449 CONTINUATION

SF1449 BLOCKS 19 - 24: The Contractor shall provide all resources including shipping costs (except as may be expressly stated in the contract as furnished by the Government) necessary to supply trunk cables to the John C. Stennis Space Center (SSC), Mississippi as required by the Contract Terms and Conditions and in accordance with the Specifications titled "B2 Test Stand Electrical Trunk Cable Specifications and Requirements" (Attach 1, 23 pages). The Government anticipates the award of a firm-fixed priced contract resulting from this solicitation.

Period of Performance: The total period of performance for this requirement shall be 12 weeks from the date of contract award.

Contract Completion:

This contract shall be considered complete when all items have been delivered and accepted by designated SSC personnel.

SF1449 BLOCK 15:

Ship To: All requirements herein shall be delivered to the following address **FOB Destination:**

John C. Stennis Space Center (SSC)
Inspection /Final Delivery will be performed at Warehouse Bldg 2204
Stennis Space Center, MS 39529-6000
Attn: B.T. Wigley; 228-688-3086; B.T.Wigley@nasa.gov
Reference Contract No. NNS15AA42C

SF1449 BLOCK 18: Payment will be made by: To be completed upon contract award.

SF1449 BLOCK 25: Accounting and Appropriation Data: To be completed upon contract award.

PART II. CONTRACT CLAUSES

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION/ITEM LENGTH</u>	<u>DELIVERY (ARO)</u>
1	Octet, 8-cond, shielded, 20 AWG, rate voltage 300V, length 7500	12 weeks (ARO)
2	Quad, 4-cond, shielded, 20 AWG, rate voltage 300V, length 6000	12 weeks (ARO)
3	TSP, 2-cond, shielded, 20 AWG, rate voltage 300V, length 125000	12 weeks (ARO)
4	30 TSP, 30X2-cond, shielded, 18 AWG, rate voltage 300V, length 4000	12 weeks (ARO)
5	60C, 60-cond, shielded, 16 AWG, rate voltage 300V, length 8000	12 weeks (ARO)
6	2C, 2-cond, shielded, 10 AWG, rate voltage 300V, length 4000	12 weeks (ARO)
7	20 TSP, 20X2-cond, shielded, 16 AWG, rate voltage 300V, length 4000	12 weeks (ARO)
8	6C, 6-cond, shielded, 10 AWG, rate voltage 300V, length 3000	12 weeks (ARO)
9	4C, 1/0 AWG, rate voltage 300V, length 2000	12 weeks (ARO)
10	33C, 33-cond, shielded, 16 AWG, rate voltage 300V, length 2000	12 weeks (ARO)
11	33C, 33-cond, shielded, 16 AWG, rate voltage 300V, length 2000	12 weeks (ARO)
12	3 TSP, 3X2-cond, shielded, 20 AWG, rate voltage 300V, length 1000	12 weeks (ARO)
13	2TSP, 2X2-cond, shielded, 22 AWG, rate voltage 300V, length 1000	12 weeks (ARO)
14	22C, 22-cond, shielded, 20 AWG, rate voltage 300V, length 1000	12 weeks (ARO)
15	7TSP, 7X2-cond, shielded, 22 AWG, rate voltage 300V, length 500	12 weeks (ARO)
16	10C, 10-cond, 20 AWG, rate voltage 300V, length 500	12 weeks (ARO)
17	6C-16AWG, 4C-4AWG, 300V, length 1000	12 weeks (ARO)
18	6C, 6-cond, shielded, 12 AWG, rate voltage 300V, length 500	12 weeks (ARO)
19	30 TSP, 30X2-cond, shielded, 20 AWG, rate voltage 300V, length 500	12 weeks (ARO)
20	12 TSP, 12X2-cond, shielded, 20 AWG, rate voltage 300V, length 500	12 weeks (ARO)
21	10C, 10-cond, shielded, 12 AWG, rate voltage 300V, length 500	12 weeks (ARO)
22	60C, 60-cond, shielded, 20 AWG, rate voltage 300V, length 500	12 weeks (ARO)
23	60c, 60-con, shielded, 20 AWG, rate voltage 600V, length 500	12 weeks (ARO)

If the offeror is unable to meet the desired delivery schedule, it may, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION/ITEM LENGTH</u>	<u>DELIVERY (ARO)</u>
1	Octet, 8-cond, shielded, 20 AWG, rate voltage 300V, length 7500	12 weeks (ARO)
2	Quad,4-cond, shielded, 20 AWG, rate voltage 300V, length 6000	12 weeks (ARO)
3	TSP, 2-cond, shielded, 20 AWG, rate voltage 300V, length 125000	12 weeks (ARO)
4	30 TSP, 30X2-cond, shielded, 18 AWG, rate voltage 300V, length 4000	12 weeks (ARO)
5	60C, 60-cond, shielded, 16 AWG, rate voltage 300V, length 8000	12 weeks (ARO)
6	2C, 2-cond, shielded,10 AWG, rate voltage 300V, length 4000	12 weeks (ARO)
7	20 TSP, 20X2-cond, shielded, 16 AWG, rate voltage 300V, length 4000	12 weeks (ARO)
8	6C, 6-cond, shielded, 10 AWG, rate voltage 300V, length 3000	12 weeks (ARO)
9	4C, 1/0 AWG, rate voltage 300V, length 2000	12 weeks (ARO)
10	33C, 33-cond, shielded, 16 AWG, rate voltage 300V, length 2000	12 weeks (ARO)
11	33C, 33-cond, shielded, 16 AWG, rate voltage 300V, length 2000	12 weeks (ARO)
12	3 TSP, 3X2-cond, shielded, 20 AWG, rate voltage 300V, length 1000	12 weeks (ARO)
13	2TSP, 2X2-cond, shielded, 22 AWG, rate voltage 300V, length 1000	12 weeks (ARO)
14	22C, 22-cond, shielded, 20 AWG, rate voltage 300V, length 1000	12 weeks (ARO)
15	7TSP, 7X2-cond, shielded, 22 AWG, rate voltage 300V, length 500	12 weeks (ARO)
16	10C, 10-cond, 20 AWG, rate voltage 300V, length 500	12 weeks (ARO)
17	6C-16AWG, 4C-4AWG, 300V, length 1000	12 weeks (ARO)
18	6C, 6-cond, shielded, 12 AWG, rate voltage 300V, length 500	12 weeks (ARO)
19	30 TSP, 30X2-cond, shielded, 20 AWG, rate voltage 300V, length 500	12 weeks (ARO)
20	12 TSP, 12X2-cond, shielded, 20 AWG, rate voltage 300V, length 500	12 weeks (ARO)
21	10C, 10-cond, shielded, 12 AWG, rate voltage 300V, length 500	12 weeks (ARO)
22	60C, 60-cond, shielded, 20 AWG, rate voltage 300V, length 500	12 weeks (ARO)
23	60c, 60-con, shielded, 20 AWG, rate voltage 600V, length 500	12 weeks (ARO)

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION/ITEM LENGTH</u>	<u>DELIVERY (ARO)</u>
1	Octet, 8-cond, shielded, 20 AWG, rate voltage 300V, length 7500	___ weeks (ARO)
2	Quad, 4-cond, shielded, 20 AWG, rate voltage 300V, length 6000	___ weeks (ARO)
3	TSP, 2-cond, shielded, 20 AWG, rate voltage 300V, length 125000	___ weeks (ARO)
4	30 TSP, 30X2-cond, shielded, 18 AWG, rate voltage 300V, length 4000	___ weeks (ARO)
5	60C, 60-cond, shielded, 16 AWG, rate voltage 300V, length 8000	___ weeks (ARO)
6	2C, 2-cond, shielded, 10 AWG, rate voltage 300V, length 4000	___ weeks (ARO)
7	20 TSP, 20X2-cond, shielded, 16 AWG, rate voltage 300V, length 4000	___ weeks (ARO)
8	6C, 6-cond, shielded, 10 AWG, rate voltage 300V, length 3000	___ weeks (ARO)
9	4C, 1/0 AWG, rate voltage 300V, length 2000	___ weeks (ARO)
10	33C, 33-cond, shielded, 16 AWG, rate voltage 300V, length 2000	___ weeks (ARO)
11	33C, 33-cond, shielded, 16 AWG, rate voltage 300V, length 2000	___ weeks (ARO)
12	3 TSP, 3X2-cond, shielded, 20 AWG, rate voltage 300V, length 1000	___ weeks (ARO)
13	2TSP, 2X2-cond, shielded, 22 AWG, rate voltage 300V, length 1000	___ weeks (ARO)
14	22C, 22-cond, shielded, 20 AWG, rate voltage 300V, length 1000	___ weeks (ARO)
15	7TSP, 7X2-cond, shielded, 22 AWG, rate voltage 300V, length 500	___ weeks (ARO)
16	10C, 10-cond, 20 AWG, rate voltage 300V, length 500	___ weeks (ARO)
17	6C-16AWG, 4C-4AWG, 300V, length 1000	___ weeks (ARO)
18	6C, 6-cond, shielded, 12 AWG, rate voltage 300V, length 500	___ weeks (ARO)
19	30 TSP, 30X2-cond, shielded, 20 AWG, rate voltage 300V, length 500	___ weeks (ARO)
20	12 TSP, 12X2-cond, shielded, 20 AWG, rate voltage 300V, length 500	___ weeks (ARO)
21	10C, 10-cond, shielded, 12 AWG, rate voltage 300V, length 500	___ weeks (ARO)
22	60C, 60-cond, shielded, 20 AWG, rate voltage 300V, length 500	___ weeks (ARO)
23	60c, 60-con, shielded, 20 AWG, rate voltage 600V, length 500	___ weeks (ARO)

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date the offer will be considered nonresponsive and rejected.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2012), by reference (see SF 1449 block 27a)

The following **ADDENDA TO FAR 52.212-4** are incorporated:

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

The following paragraphs of this clause are tailored as follows:

Contract Terms and Conditions -- Commercial Items (May 2014)

(a) Inspection/Acceptance of the services will be performed at Stennis Space Center, MS by the B2 Test Stand Project Office. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Dec 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

- (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(34) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(35) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

(ii) Alternate I (Jun 2014) of 52.223-13.

(36) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(38) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

(40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

___ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (43) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (49) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (53) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

___ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(Executive Order 13658).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

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

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

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

(End of Clause)

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 payment **SF1449 BLOCK 25: Accounting and Appropriation Data:** To be completed upon contract award.

s 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)

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):

A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES (<http://www.acqnet.gov/far/>):

The following FAR clauses are included by reference:

52.204-7 Central Contractor Registration (Dec 2012)
52.247-34 F.O.B. Destination (Nov 1991)

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) CLAUSES (<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>):

The following NFS clauses are included by reference:

1852.215-84 Ombudsman (Nov 2011) Fill In: As noted at http://prod.nais.nasa.gov/pub/pub_library/Omb.html
1852.219-76 NASA 8 Percent Goal (Jul 1997)
1852.223-72 Safety and Health (Short Form) (Apr 2002)
1852.225-70 Export Licenses (Feb 2000) Fill In: John C. Stennis Space Center, MS
1852.237-73 Release of Sensitive Information (Jun 2005)

(End of Clause)

PART III. CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

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

<u>Attachment No.</u>	<u>Description/Title</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	B2 Test Stand-Electrical Trunk Cables Specifications and Requirements	01/08/2015	23 pages
*Attachment 2	Part V – Offeror Representations and Certifications		16 pages
Attachment 3	Contractor’s Proposal	_____	_____

*Solicitation Provisions and Offeror Representations and Certifications are included for solicitation purposes only. They will be physically removed from any resultant award, but will be deemed to be incorporated by reference in the award.

PART IV. SOLICITATION PROVISIONS

52-212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (APR 2014)

The following **ADDENDA TO FAR 52.212-1** are incorporated:

INSTRUCTIONS REGARDING SUBMISSION OF OFFER:

The following information is to be provided with offeror's proposal and must be submitted no later than the date and time specified on page 1 in Block 8 of the SF 1449. The information requested must be provided for the prime contractor, and, if applicable, significant subcontractors.

Failure to provide any item requested below may render offeror's proposal NON-RESPONSIVE and thereby ineligible for award.

(A) LIST OF REQUIRED DOCUMENTS - The following is a list of required documents provided for the Offeror's convenience. There may be other documents, either required or necessary for effective evaluation, which do not appear on this list. It is the offeror's responsibility to ensure that the proposal submitted is complete in every respect and not rely solely on this list to prepare its proposal.

1. Completed SF 1449 (Blocks 12, 17a, 17b, 23, 24, 30a, 30b, 30c, as applicable) (RFP page 1 of 21)
2. Technical Acceptability Section of Proposal (RFP SF 1449, Part IV, pages 18, 19, and 20 of 21)
3. Price Section of Proposal (SF 1449, pages 1-4 of 21)
4. Financial Institution reference correspondence (RFP SF 1449, Part IV, page 19 of 21)
5. Documentation of compliance with veterans reporting (RFP SF1449, Part IV, page 19 of 21)
6. Documentation of compliance with Small Business Requirements (RFP SF1449, Part IV, page 20 of 21)
7. Offeror Representations and Certifications (Part V); IAW 52.212-3, Offerors are required to electronically provide Representation and Certifications via the BPN website at <http://orca.bpn.gov> prior to submitting offer or complete the representation and certifications in this solicitation and submit as part of its proposal package (Attachment 2, 16 pages)
8. Acknowledgment of all amendments, if applicable

(B) EVALUATION CRITERIA SUBMISSION REQUIREMENTS -

1. TECHNICAL ACCEPTABILITY -RATED AS PASS/FAIL

a. **TECHNICAL QUALITY** information shall include submission of the salient characteristics of the proposed product to demonstrate the degree to which it can satisfy the government's requirement. Proposals shall be clear and concise, and shall include sufficient detail for effective evaluation and substantiation of stated claims. The proposal shall not simply affirm, rephrase, or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror's product meets the requirements. Offerors shall assume that the Government has no prior knowledge of their products, facilities, or experience, and will base its evaluation only on the information presented in the offeror's proposal. Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired. Offerors are advised that existing product literature may be submitted in lieu of unique technical proposals so long as it conforms to the requirements of the solicitation and contains adequate detail for purposes of evaluation. The information provided shall comprehensively explain how offeror proposes to comply with

the applicable requirements, and demonstrate that the proposed trunk cables meet the requirements as stated in the Specifications.

b. DELIVERY SCHEDULE – RATED AS PASS/FAIL

Delivery Schedule information shall include documentation that clearly demonstrates the offeror's ability to meet the Government's delivery schedule.

2. **PRICE** - This procurement is exempt from the requirements of submission or certification of cost or pricing data. However, offeror is to provide a general breakdown of pricing sufficient to determine reasonableness. Should significant subcontractors be involved, the pricing breakdown shall identify the pricing associated with each subcontractor. Offeror shall identify and document all (if any) assumptions, conditions, and/or exceptions upon which the price is based. Any assumptions, conditions, and/or exceptions considered by the Government to be unacceptable may result in elimination for an award.

(C) FORMAT -

1. In order for the Government to make an affirmative responsibility determination, offeror is to provide correspondence from its financial institution indicating offeror's financial capabilities.
2. Signed offer(s) may be submitted electronically via e-mail to Sonia.rushing-1@nasa.gov (cc: gerald.l.norris@nasa.gov) by the date specified on page 1 in Block 8 of the SF 1449.
3. All information and all copies of offer must be submitted no later than the date and time specified on page 1 in Block 8 of the SF 1449. Proposals that arrive after the prescribed date and time specified for receipt of proposals will be considered late and treated in accordance with FAR 52.212-1(f)(2).

(D) VIETNAM ERA VETERANS' READJUSTMENT ACT OF 1972 (VEVRAA) -

1. Federal contracting agencies are prohibited from obligating or expending funds to enter into a contract covered by the VEVRAA with a contractor from which a VETS-100 or VETS-100A Report was required with respect to the previous fiscal year if such contractor did not submit such report (31 U.S.C. 1354). The VEVRAA regulations generally apply to Government contracts entered into on or after December 1, 2003 in the amount of \$100,000 or more; contracts are not aggregated to reach the coverage threshold. Frequently Asked Questions (FAQs) regarding this topic may be found at <http://www.dol.gov/vets/vets-100.html>.
2. Contractors subject to reporting shall submit as verification of reporting compliance a copy of the confirmation notification received upon the successful submission of its VETS-100 and/or VETS-100A report(s). If offeror has not had contracts subject to VEVRAA reporting, it shall so affirm in its offer.

(E) QUESTIONS - Questions regarding the solicitation and/or specifications are encouraged to ensure adequate understanding of the government's requirement. All offeror questions regarding subject solicitation must be submitted no later than 3pm in the afternoon local time (Central) on February 10, 2015. Questions submitted after this date/time will not be accepted. Questions will be accepted via e-mail only to: Sonia.rushing-1@nasa.gov (cc: gerald.l.norris@nasa.gov). Faxed or telephoned questions will not be accepted. In no event shall an offeror's failure to clarify the requirements of the solicitation constitute grounds for a protest before or after award or a claim after contract award.

(F) SMALL BUSINESS REQUIREMENTS - Offerors shall address the nonmanufacturer and ostensible relationship rules in their proposal and demonstrate compliance with the performance requirements therein.

(G) PROPOSAL COSTS - The Government will not pay any offeror for preparation of their proposal.

(H) TECHNICAL EVALUATION CONTRACTOR SUPPORT -

1. Offerors are hereby informed that a John C. Stennis Space Center (SSC) onsite Contractor may provide technical assistance to the NASA proposal evaluation team, and, as such, may require access to offeror's proposal. The SSC Contractor will not be evaluating proposals, but will play an integral supporting role in the technical evaluation by providing technical input to be used by the NASA evaluation team. The final technical evaluation results shall be the responsibility of the NASA Technical Evaluation Team.
2. By submitting a proposal in response to this solicitation, offeror is acknowledging awareness of this fact. Offeror further acknowledges approval and acceptance of the technical assistance approach identified above and agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement.
3. Submission of an offer in response to this Request for Proposal (RFP) provides consent for the Government to utilize the proposal in accordance with the technical evaluation procedures identified herein.

52.212-2 EVALUATION - COMMERCIAL ITEMS (OCT 2014)

(a) 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. The following factors shall be used to evaluate offers:

Selection for award shall be made on a Low Price Technically Acceptable (LPTA) basis, where award will be made to the Offeror having a Technically Acceptable proposal and offering the lowest evaluated price. Technical acceptability will be determined from information submitted by the offeror, which must provide sufficient details to show that the product offered meets the Government's requirements in terms of a) technical quality (demonstrates that the trunk cables meet the requirements of the specifications), b) delivery schedule (demonstrates ability to meet the required delivery date of 12 weeks after award of contract). The government will evaluate offeror's proposed price for reasonableness in accordance with FAR 12 and 15 for determining the lowest evaluated fair and reasonable price to the Government.

(b) Options. N/A

(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.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>; NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES
(<http://www.acqnet.gov/far/>):

The following FAR clauses are included by reference:

52.216-1 -- Type of Contract (Apr 1984)- The Government contemplates award of a Firm Fixed Price (FF) contract resulting from this solicitation.

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) CLAUSES
(<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>):

The following NFS clauses are included by reference:

1852.225-70 Protest to NASA (Oct 2005)