

This constitutes a formal request for quotation on an unrestricted basis, pursuant to the Statement of Requirements defined herein, for a firm-fixed-price award, for a brand name (Keysight) or equal, axle embedded controller, under the authority of FAR Part 13. The NAICS code applicable to this procurement is 334515.

**LINE ITEM 0001:**

Keysight - model M9537A

with options:

1. M9537A-W16 Windows 10 IoT Enterprise operating system
2. M9537A-NVM Ultra-high speed 400 GB NVMe disk cache - Qty. 1 ea.

**AXIe Embedded Controller**

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**Requirements:**

Documentary evidence such as data sheets or written statements, showing compliance with the technical requirements, shall be submitted as part of the response to this RFQ. All line items shall be shipped in the original manufacturer's packaging and include all original documentation and software.

**A. LIN 001: AXIe Embedded Controller**

1. Brand name or equivalent to Keysight model M9537A, with the following options:
  - a. M9537A-W16 Windows 10 IoT Enterprise operating system
  - b. M9537A-NVM Ultra-high speed 400 GB NVMe disk cache
2. Physical format shall conform to AXIe standard
3. Shall include IVI-C software drivers and/or support for programming within the MATLAB and LabVIEW application development environments
4. Shall have at minimum a quad-core CPU with performance equal to Intel i7-6820EQ, 8 GB memory, and 240 GB solid-state drive
5. Shall have 64-bit Windows 10 operating system pre-installed
6. Shall have at minimum a 400 GB NVMe high-speed disk cache
7. Shall have a Gen3 PCIe port (Molex IPASS receptacle, or equal) on the front panel for controlling a second AXIe or PXIe chassis
8. Shall have at minimum the following front panel connections: four (4) USB (at least two of which must be USB 3.0), one (1) Gigabit Ethernet/LAN, two (2) DisplayPort 1.2, one (1) GPIB
9. Shall have a minimum data bandwidth from CPU to AXIe chassis backplane; GB/s Unit; 12 Value

**Commercial Product Requirements**

1. Each line item shall be an established commercial product. Experimental, prototype, or custom items are unacceptable.
2. Each line item shall be new (not refurbished or reconditioned) and covered by the original manufacturer's full warranty with service provided by that

manufacturer's U.S.-based service organization. The use of "gray market" components not authorized for sale in the U.S. by the proposer is not acceptable.

To be considered for award, the contractor shall submit a quotation to [barbara.suhrie@nist.gov](mailto:barbara.suhrie@nist.gov) by September 19, 2018 @ 3:30 pm Eastern Standard Time (EST) which, at a minimum, includes the following:

1. 1. A technical quotation containing\*:  
Detailed product specifications which clearly demonstrate that all requirements of the attached NIST Requirements Document have been met. The contractor may include any other information that is deemed necessary.
2. A Firm fixed price with FOB Destination quotation for all requested item(s) meeting the requirements of the NIST Requirements Document.
3. If the Contractor objects to any of the terms and conditions contained in this solicitation, the contractor shall state "The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:" [Contractor shall list exception(s) and rationale for the exception(s)]. It is the sole responsibility of the Contractor to identify in their quote any exceptions to the terms and conditions of the solicitation. If the contractor does not include such a statement, the submission of a quotation in response to this solicitation will be regarded as the Contractor's acceptance of the Government's terms and conditions for inclusion into the resultant purchase order.
4. The DUNS number for the quoter's active System for Award Management (SAM) registration. Quoters must have an active registration at [www.SAM.Gov](http://www.SAM.Gov) to receive an award.
5. A copy of the Contractor's commercial price list, or in the absence of a commercial price list, documentation showing the prices at which the same supplies are sold to the contractor's most favored customer.
6. A completed version of all required solicitation provisions – required submissions highlighted in blue.

#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.**

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): [www.acquisition.gov/far/](http://www.acquisition.gov/far/)

Commerce Acquisition Regulation (CAR): <http://www.ecfr.gov/cgi-bin/text-idx?SID=8b5f22b07c12a52e8b29841ad60f1fd9&mc=true&tpl=/ecfrbrowse/Title48/48chapter13.tpl>

(End of provision)

The following FAR provisions apply to this acquisition:

**FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(Reference FAR 4.1105(a)(1))

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

(Reference FAR 3.909-3(a))

**FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)**

(Reference FAR 4.1804(a))

**FAR 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JULY 2016)**

(Reference FAR 4.1804(b))

**FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**

(Reference FAR 4.1804(c))

**FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

**FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015).**

(Reference FAR 25.1103(e))

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the

corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --  
COMMERCIAL ITEMS (OCT 2016)  
(Reference FAR 12.301(b)(2))**

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision.

**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 the following definitions of FAR 52.212-3 are not implemented into this solicitation.**

“Administrative merits determination”

“Arbitral award or decision”

Paragraph (2) of “Civil judgment”

“DOL Guidance”

“Enforcement agency”

“Labor compliance agreement”

“Labor laws”

“Labor law decision”

**Per Court Injunction dated 24 Oct. 2016 and OMB memo dated 25 Oct. 2016 paragraph (s) of 52.212-3 is not implemented into this solicitation.**

(End of provision)

**52.225-2 BUY AMERICAN CERTIFICATE (MAY 2014)**

(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—Supplies.”

(b) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of [Part 25](#) of the Federal Acquisition Regulation.

(End of provision)

**CAR 1352.233-70 AGENCY PROTESTS (APR 2010)**

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999).

Agency protests filed with the Contracting Officer shall be sent to the following address:

NIST/ACQUISITION MANAGEMENT DIVISION  
ATTN: PATRICK STAINES, CONTRACTING OFFICER  
100 Bureau Drive, MS 1640  
Gaithersburg, MD 20899

Agency protests filed with the Protest Decision Authority shall be sent to the following address:

NIST/ACQUISITION MANAGEMENT DIVISION  
ATTN: HEAD OF THE CONTRACTING OFFICE (HCO)

100 Bureau Drive, MS 1640  
Gaithersburg, MD 20899

A complete copy of all agency protest, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

Service upon the Contract law Division shall be made as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division  
Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230  
FAX: (202) 482-5858

(End of Provision)

**The following FAR clauses apply to this acquisition:**

**52.252-2 Clauses Incorporated by Reference.**

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):

**Federal Acquisition Regulation (FAR):** [www.acquisition.gov/far/](http://www.acquisition.gov/far/)

**Commerce Acquisition Regulation (CAR):** <http://www.ecfr.gov/cgi-bin/text-idx?SID=8b5f22b07c12a52e8b29841ad60f1fd9&mc=true&tpl=/ecfrbrowse/Title48/48chapter13.tpl>

(End of clause)

The following FAR clauses apply to this acquisition:

**FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

(Reference FAR 4.1105(b))

**FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

(Reference FAR 32.706-3)

**FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

(Reference FAR 32.009-2)

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

(Reference FAR 33.215(b))

**FAR 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)**

(Reference FAR 47.303-7(c))

**FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS  
(JAN 2017) (Reference FAR 12.301(b)(3))**

**[Class Deviation- 2013-O0019, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on Sep 25, 2013, and remains in effect for five years, or until otherwise rescinded.**

**FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS  
(JAN2017)**

**The following additional FAR clauses cited in FAR 52.212-5 are applicable to this acquisition –**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(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:

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct. 2015) (31 U.S.C. 6101 note).

52.219-6 Total Small Business Set Aside

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).



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

(33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

(48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(50) FAR 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)

(56) 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332)

**Note to paragraph (b)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.**

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 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).

(xx) 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.

(xxi) 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.

(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)

The following U.S. Department of Commerce Acquisition Regulation (CAR) provisions and clauses apply to this procurement:

**CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)**

(Reference 48 CFR 1301.602-170)

**CAR 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)**

(Reference 48 CFR 1309.507-2(c))

**CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)**

(Reference 48 CFR 1309.507-2(d))



**1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS  
CAR 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR  
2010)**

A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division  
Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230  
FAX: (202) 482-5858

(End of clause)

**CAR 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

(b) The place of acceptance will be:

Inspection and acceptance will be performed at:  
U.S. Department of Commerce  
DOC/NIST  
100 Bureau Drive  
Gaithersburg, MD 20899  
Building: 235

(End of clause)

**NIST LOCAL 04: BILLING INSTRUCTIONS**

(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to [INVOICE@NIST.GOV](mailto:INVOICE@NIST.GOV).

(b) Each Invoice or Voucher submitted shall include the following: (1) Contract Number. (2) Contractor Name and Address. (3) Date of Invoice. (4) Invoice

Number. (5) Amount of Invoice and Cumulative Amount Invoiced to-date. (6) Contract Line Item Number (CLIN). (7) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered. (8) Prompt Payment Discount Terms, if Offered. (9) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, The Contractor shall submit an original invoice or voucher in accordance with the payment provisions of this contract to:

NIST: Accounts Payable Office, 100 Bureau Drive, Mail Stop 1621  
Gaithersburg, MD 20899-1621

The provisions and clauses apply to this procurement and will be incorporated into the resultant award, if applicable.

Evaluation Factors: The Government will award an order resulting from this solicitation to the responsible offeror whose quote conforms to the solicitation and has the lowest evaluated price of all quotes and is deemed technically acceptable, meeting or exceeding minimum requirements.

The quotation received will be evaluated for its technical merit and for price reasonableness.

The Contracting Officer may, if necessary, request revised quotation(s) prior to award.