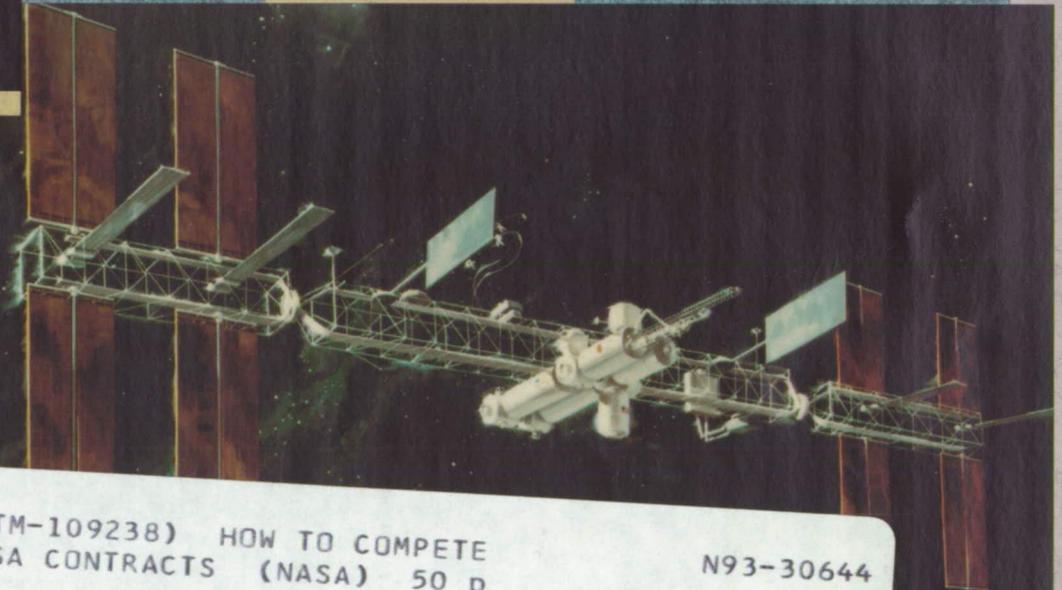
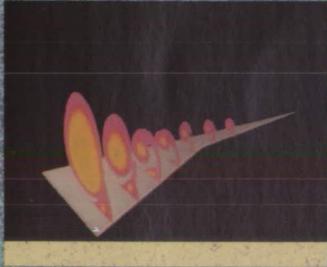


NASA-TM-109238

HOW
to
Compete
for
NASA
Contracts



(NASA-TM-109238) HOW TO COMPETE
FOR NASA CONTRACTS (NASA) 50 p

N93-30644

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NASA
National
Aeronautics and
Space
Administration

Notice

NASA must comply with the Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) in awarding its contracts. This booklet describes the contracting procedures which are based on those regulations. In the event of any conflict between this booklet and the acquisition regulations, the acquisition regulations shall govern.

Title 48 of the Code of Federal Regulations (CFR) includes the FAR and NFS and is available in most public libraries. The FAR and NFS may also be purchased in CFR or loose-leaf version from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

Cover photographs (from upper left)

1. Computer simulation of pressure contour plots over a double delta wing.
2. Voyager 2 photograph of Saturn from 27 million miles.
3. "Space Station," acrylic by Vincent di Fate.

Foreword

August 1989

We are proud of NASA's advances in aeronautical and space science, technology and applications, including the Space Shuttle, Space Station Freedom, and planetary and commercial programs. While a few contractors have had a high level of visibility in major NASA programs, the initiative, imagination and productivity of thousands of small business concerns, including small disadvantaged business concerns and women-owned business concerns, have contributed significantly to the success of NASA's programs.

Various studies and NASA experience have found that these business concerns can provide a vital and significant impetus to technological innovation, not only in the fields of space and aeronautics, but also in national technological growth. NASA personnel are determined to foster the development of small business capabilities in technical areas that will support future projects and establish a small business base for the development and production of flight hardware for future missions.

We realize that the solicitation process for Federal contracts has grown quite complex over the years. Where possible, we continue to try to simplify and streamline procedures for obtaining and performing these contracts. This booklet is designed to help you understand NASA solicitations, find the information you need in deciding whether to respond, and improve your chances for success.

The first section of this booklet will answer your general questions concerning the various types of NASA solicitations. Your specific questions on how to prepare bids will be answered in the second section, which is followed by a third section on the unique features of construction contracting. A fourth section describes how to submit technical and cost proposals for the negotiated procurement process. Some tips or suggestions, called DOs and DON'Ts, are placed at the end of the second, third, and fourth sections. Then, in the fifth section, ways to seek business as a subcontractor are identified.

NASA's Small Business Specialists (addresses are found in the fifth section) are ready to respond to any question you may have regarding ways in which to improve your success rate in NASA procurements. They can also provide you with additional information you may need.

L. E. Hopkins
Competition Advocate

S. J. Evans
Assistant Administrator for
Procurement

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Foreword

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1 An Introduction to NASA Procurement

Most of NASA's contracting is accomplished by its various field installations. This booklet describes two procurement methods: sealed bidding, which uses a form of solicitation called the Invitation for Bids (IFB), and negotiated procurement, which uses the Request for Proposals (RFP). Other procurement methods are described below. Contracts may also result from receipt of unsolicited proposals. ■

Small Business Innovation Research

Small business concerns may participate in the Small Business Innovation Research (SBIR) program. SBIR program objectives include stimulating technological innovation in the private sector, strengthening the role of small business concerns in meeting Federal research and development needs, increasing the commercial application of Federally supported research results, and fostering and encouraging participation by minority and disadvantaged persons in technological innovation. Additional information and current solicitations may be obtained from the NASA SBIR Program, Code CR, Washington, DC 20546.

NASA Research Announcements and Announcements of Opportunity

NASA issues announcements called the NASA Research Announcement (NRA) and the Announcement of Opportunity (AO). NRAs and AOs encourage the submission of proposals for specific research projects in areas of interest to NASA. Detailed instructions for submitting proposals are found in each NRA and AO.

NASA publicizes these announcements in the *Commerce Business Daily*, available in many public libraries and from:

Superintendent of Documents
Government Printing Office
Washington, DC 20402
(Telephone 202-783-3238)

Section 8(a) Program

NASA also awards contracts under Section 8(a) of the Small Business Act. Small business concerns owned and controlled by socially and economically disadvantaged individuals may be eligible for the Small Business Administration's 8(a) Program. Information may be obtained by contacting any Small Business Specialist listed in Section 5 of this booklet.

Unsolicited Proposals

NASA encourages the submission of unsolicited proposals as described in "Guidance for the Preparation and Submission of Unsolicited Proposals," available from the following unsolicited proposal coordinating offices.

NASA Headquarters
Office of Space Science and Applications
Code EPM-20
Washington, DC 20546

NASA Ames Research Center
University Affairs Office, Code 241-25
Moffett Field, CA 94035

NASA Goddard Space Flight Center
Program Procurement Division
Code 280.1
Greenbelt, MD 20771

NASA Goddard/Wallops Flight Facility
Industry Assistance Office
Code 244.1
Wallops Island, VA 23337

NASA Johnson Space Center
Procurement Operations, Code BD35
Houston, TX 77058

NASA Kennedy Space Center
Procurement Office, Code SI-PRO-B
Kennedy Space Center, FL 32899

NASA Langley Research Center
Acquisition Division
M/S 126/Grants Officer
Hampton, VA 23665

NASA Lewis Research Center
Unsolicited Proposal Coordinator/
Grants Officer
Mail Stop 500-306
2100 Brookpark Road
Cleveland, OH 44135

NASA Marshall Space Flight Center
Planning and Support Branch
Attn: AP16
Marshall Space Flight Center, AL 35812

NASA Stennis Space Center
Science and Technology Laboratory
Stennis Space Center, MS 39529-6000

Initiation of the Procurement

Typically, the procurement process starts when a program or project office determines a need and submits a request to the procurement office. The contracting officer prepares a solicitation in the form of either an Invitation for Bids (IFB) or a Request for Proposals (RFP). Except under unusual circumstances, solicitations are issued after announcement in the **Commerce Business Daily** at least 30 days before bids or offers are due.

The installation's source files are used to develop a bidders mailing list that includes sources recommended by the program or project office and sources who request the solicitation announced in the **Commerce Business Daily**. NASA's source files are based on Bidder's Mailing List Applications (Standard Form 129) submitted by prospective contractors. To obtain a Standard Form 129, contact any Small Business Specialist listed in Section 5 of this booklet.

Sealed Bidding

Each IFB includes technical specifications, delivery or completion dates, place and method of delivery, nature and number of reports or manuals required, tests and



The National Space Technology Laboratories near Bay St. Louis, Mississippi was named the John C. Stennis Space Center on May 20, 1988

ORIGINAL PAGE
COLOR PHOTOGRAPH

instructions, and other items to be considered in submitting a bid. Contract clauses, terms, and conditions are set forth, as are the date, time, and place where bids will be publicly opened and recorded. (For more details on sealed bidding, see Section 2. See Section 3 for unique features applying to construction contracts.)

Negotiated Procurement

NASA awards most of its procurement dollars through the use of negotiated procurements, especially ones for research and development. Lack of adequate or definitive specifications and the need for a greater degree of flexibility in arriving at the desired technical approach result in the use of this technique. Negotiation permits the evaluation of differing approaches and consideration of many other factors in selecting a contractor, while sealed bidding limits consideration almost entirely to price.

Offers received by the closing date and time are evaluated. (The terms "offer" and "proposal" are used interchangeably throughout this booklet.) NASA may conduct negotiations with firms which have a possibility of receiving an award based on their proposals. NASA awards a contract based on a thorough analysis of the proposals and the results of any negotiations. (See Section 4 of this booklet for more details.)

In addition to RFPs, NASA sometimes issues Requests for Quotations (RFQs), using Standard Form 18. An RFQ seeks information for planning purposes but does not indicate that NASA will necessarily award a contract.

Basic Considerations

There are certain elements which must be understood by anyone who chooses to bid or propose on a NASA procurement. The following are a few of these:

- It can be determined by examining Block 4 of the Solicitation (Standard Form 33) whether the procurement is Sealed Bid (IFB), requiring a bid, or whether it is Negotiated (RFP), requiring a proposal.
- To determine what must be provided to NASA in the way of a response, be sure to read the "Instructions, Conditions, and Notices to Offerors" in Section L of the solicitation.
- Some procurements are "set-aside" for small business or labor surplus area concerns. Under set-asides, only those types of concerns identified in Section L of the solicitation may be considered for award.
- Whenever a particular manufacturer's part number is called for, it can be determined from the specifications whether "Brand Name or Equal" language is included that may permit a substitution and to what extent.

Explanation to Prospective Bidders or Offerors

Explanation regarding the solicitation, drawings, specifications, and so forth, can be obtained from the contracting officer, as described in Section L of the solicitation.

Any substantive information that is furnished to clarify the solicitation will be put in writing and given by the contracting officer to all prospective bidders or offerors. The information will be furnished in the form of a written amendment to the solicitation (Standard Form 30). This procedure assures that all offerors are on an equal footing and that anyone who makes an offer to NASA is offering on the same basis as all others.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF
2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
---------------------------	---------	---------------------------------------------------------

11. TABLE OF CONTENTS

(V)	SEC.	DESCRIPTION	PAGE(S)	(V)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	-----------------------------------------------------------------------

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
----------------------------------------	--------------------------------------------------------------------------------------------	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
-----------------------------------	------------	----------------------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
-------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
-------------------------------------------------	----------------------------------

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
-------------------------------------------------	------------------------------------------------------------------------	----------------

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Illustration of Standard Form 33, which is often the first page of a solicitation

Small Business: You are required to indicate whether or not your firm is a small business for purposes of the procurement. You will find in Section L of the solicitation the definition of the size standard for the procurement. This definition differs by industry classification and will be expressed in terms of number of employees or sales volume.

If your firm is owned and controlled by a parent corporation, you must base your representation on the entire corporation, not just your subsidiary.

Socially and Economically Disadvantaged: This representation will be based upon the definition included in the provision for eligibility as a firm owned and controlled by eligible socially and economically disadvantaged individuals.

Both of the above representations will be accepted by NASA unless questioned by the contracting officer or an interested party. Federal law (15 U.S.C. 645(d)) provides penalties, including a fine of not more than \$500,000 and imprisonment of not more than 10 years, for misrepresenting a firm's eligibility in order to obtain a prime contract or a subcontract.

Additional representations are——

- Whether your firm is a regular dealer or manufacturer of the supplies offered.
- Evidence of appropriate compliance for Equal Opportunity in terms of prior compliance, affirmative action programs, and reporting.
- Whether you have or have not retained someone to assist you in obtaining the contract and whether that individual has been retained on the basis of your agreement to pay a fee contingent upon obtaining the contract.

- How your firm is organized such as individually owned, partnership, corporation, or other form of organization.
- Whether you are affiliated with a parent company and, if so, the name of the company.

Certifications may include——

- Listing of any items of foreign origin. (Buy American Certificate)
- Clean Air and Water.
- Nonsegregated Facilities.
- Independent Price Determination.
- Drug-Free Workplace.
- Procurement Integrity (prohibits bribes, offers to procurement officials for employment with competing contractor, and unauthorized receipt or disclosure of proprietary and source selection information).

Acknowledgement of Amendments

You have the choice of either signing all written amendments to the solicitation as separate documents, or listing them in Block 14 of the Standard Form 33 (Solicitation, Offer, and Award). Failure to acknowledge all amendments may disqualify your bid or offer.

Other Publications

For a detailed description of typical provisions and clauses used in Government solicitations and contracts, obtain the "Guide to the Defense Contracting Regulations for Small Business, Small Disadvantaged Business, and Women-owned Small Business." The guide may be purchased from the Superintendent of Documents.

Submission of Bids or Offerors

Bids and offers should be submitted in sealed envelopes addressed to the office identified in Block 8 (or 7 if 8 is blank) of the solicitation. Be sure to include the Solicitation Number and the date and time for submission on the outside of the envelope. Optional Form 17 illustrates one method of providing a noticeable marking.

OF-17 (OCT. 83)	FAR (48 CFR 53.214(g))					
IMPORTANT — NOTICE TO BIDDER						
<i>On the envelope submitting your bid, it is imperative:</i>						
1. That your name and address appear in the UPPER left corner.						
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.						
5017-103						

S E A L E D	<table border="1"><tr><td>INVITATION NO.</td></tr><tr><td>DATE OF OPENING</td></tr><tr><td>TIME OF OPENING A. M. P. M.</td></tr><tr><td>BID FOR</td></tr></table>	INVITATION NO.	DATE OF OPENING	TIME OF OPENING A. M. P. M.	BID FOR	B I D
INVITATION NO.						
DATE OF OPENING						
TIME OF OPENING A. M. P. M.						
BID FOR						

Optional Form 17

If the bid or offer is to be hand-delivered by a contract carrier, such as United Parcel Service, Federal Express, DHL, or Purolator, be sure to place the Solicitation Number and the date, time, and place for receipt of bids or offers on the outside of the carrier's envelope.

Examine the solicitation for any special instructions for delivery of your bid or offer. If samples are to be provided, determine how they are to be shipped and whether they are to be retained by NASA or returned to you at your expense.

You will find the following information in Block 9:

- Number of copies required, in addition to the original bid or offer.
- Destination for delivery.
- Time and date for receipt.

Late Bids or Offers

A late bid or offer will not be considered unless it is received before an award is made and it was sent by either registered or certified mail (by U.S. Postal Service only), not later than 5 calendar days before the date specified for receipt of bids or offers. While other circumstances may cause NASA to consider a late bid or offer, such as mishandling by the Government, you should get your bid or offer to NASA on time.

See Section L of the solicitation for Late Bid provisions.

Failure to Submit Bid or Offer

If you choose not to submit a bid or offer after receiving a NASA solicitation, send a letter or postcard to the NASA office that issued the solicitation identifying the solicitation, stating your intention not to bid, and indicating your desire to receive solicitations for the same type of supplies or services in the future. Failure to do so may result in removal from the installation's source files.

Representations, Certifications, and Other Statements

In Section K of the solicitation, you will find a number of items to be completed in order for your firm to be considered for award. This information provides NASA a basis for determining whether your firm is eligible for award.

2 Sealed Bidding and the Invitation for Bids

The key to identifying an Invitation for Bids is found in Block 4 of the solicitation (Standard Form 33), checked as shown.

4. TYPE OF SOLICITATION	
<input checked="" type="checkbox"/>	SEALED BID (IFB)
<input type="checkbox"/>	NEGOTIATED (RFP)

Standard Form 33, Block 4

When an IFB is indicated you know that--

- Award will be based on the acceptance of a bid price.
- Basic rules of sealed bidding will be followed, as detailed in Section 1 of this booklet.
- Requirements will be precisely defined.

Important Considerations

From the schedule (Part I of the solicitation), determine what NASA intends to purchase (see Block 11 of Standard Form 33 in Section 1).

Examine the detailed specifications in Sections B and C and the delivery schedule in Section F of the solicitation along with your own resources in responding to the following questions.

- Do we have the required product? If not, can we produce it?
- Do we have the necessary personnel to do the job?
- Do we have adequate plant and facilities to do the job?

- Do we have the necessary equipment for fabrication and testing?
- Do we have sufficient cash flow?

If the answer to these questions is affirmative, then move to Block 9 and examine the requirements for Submission of Bids or Offers as discussed in Section 1.

Putting the Bid Together

Summary of steps:

1. Evaluate the specifications.
2. Identify all resources required.
3. Determine what price you are prepared to bid.
4. Complete the appropriate pages of Section B of the solicitation by filling in your bid. Check your arithmetic. Include--
 - a. Unit price.
 - b. Extended dollar amount (unit price times required quantity) for individual line items.
 - c. Total price of items, including subtotals for item groups, if any.
5. Fill out items in "offer" section of Standard Form 33 (Blocks 12 through 18).
6. Complete the "Representations, Certifications, and Other Statements" in Section K of the solicitation. (See examples in Section 1 of this booklet.)
7. Submit the bid on time. (See Section 1 of this booklet)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NASW-10-43764

PAGE

6

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	5 Year Button - Flat Ball Clutch	1,688	ea		
2	5 Year Button - Pin with Catch	562	ea		
3	10 Year Button - Flat Ball Clutch	1,688	ea		
4	10 Year Button - Pin with Catch	562	ea		
5	15 Year Button - Flat Ball Clutch	1,500	ea		
6	15 Year Button - Pin with Catch	500	ea		
7	20 Year Button - Flat Ball Clutch	1,773	ea		
8	20 Year Button - Pin with Catch	587	ea		
9	25 Year Button - Flat Ball Clutch	1,913	ea		
10	25 Year Button - Pin with Catch	637	ea		
11	30 Year Button - Flat Ball Clutch	1,800	ea		
12	30 Year Button - Pin with Catch	600	ea		
13	35 Year Button - Flat Ball Clutch	1,050	ea		
14	35 Year Button - Pin with Catch	350	ea		
15	40 Year Button - Flat Ball Clutch	330	ea		
16	40 Year Button - Pin with Catch	110	ea		
17	45 Year Button - Flat Ball Clutch	173	ea		
18	45 Year Button - Pin with Catch	57	ea		
19	50 Year Button - Flat Ball Clutch	23	ea		
20	50 Year Button - Pin with Catch	7	ea		
TOTAL FOR		ITEMS 1	THROUGH 20:		

What Happens When NASA Receives the Bid?

On the date, at the time and place indicated, NASA's designated representative--

- a. Opens the bid box;
- b. Removes all bids, and
- c. Publicly examines the bids, by reading aloud pertinent bid information, to determine which bidder has offered the lowest price. Bidders may attend.

NASA's representative prepares an abstract of bids showing--

- a. Name of each bidder, and
- b. The prices bid.

NASA's Contracting Officer determines whether the lowest bid is "responsive" and the bidder is "responsible."

When is a Bid Responsive?

A bid is responsive when--

1. The bidder has given NASA exactly and completely the information required with no exception taken from any requirements in terms of--
 - a. Quantity,
 - b. Delivery,
 - c. Specifications, and
 - d. Other terms and conditions.
2. As part of the bid, the bidder acknowledges receipt of all amendments.

How Does the NASA Contracting Officer Determine Whether a Firm is "Responsible?"

A bidder is determined to be responsible when the Contracting Officer finds that--

1. The firm has adequate capacity and capability for performing the contract, including--

a. Proper type of personnel, including any required specialists.

b. Personnel are available during the performance period.

c. All needed facilities and equipment are adequate and available or obtainable.

2. The firm has an adequate line of credit or sufficient working capital reserved to perform the task.

3. The firm's performance record is satisfactory.

4. The firm's record of integrity and business ethics is satisfactory.

If NASA's Contracting Officer questions the "responsibility" of a small business concern, he or she refers the questions to the Small Business Administration for a "Certificate of Competency."

Award of the Contract

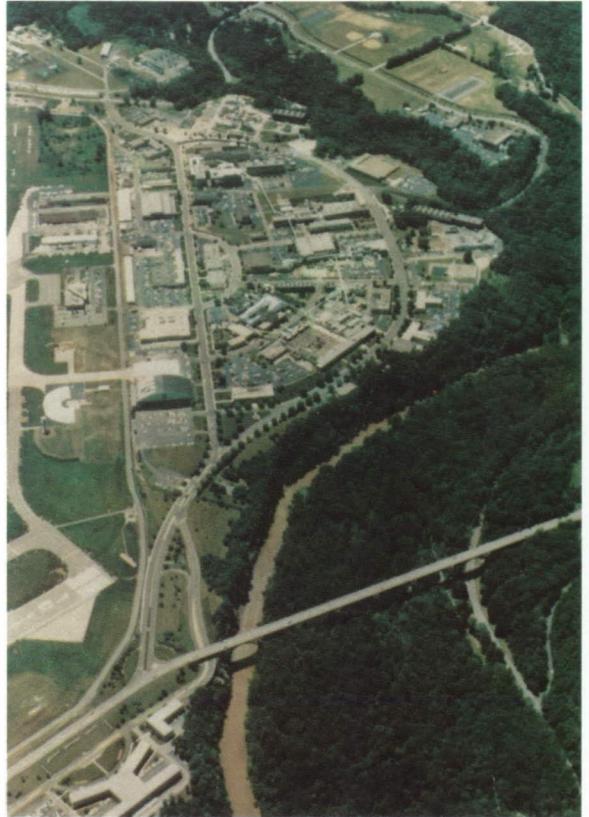
NASA awards the contract to the firm that submitted the lowest responsive bid and is determined to be responsible.

NASA will complete either the award portion of the Standard Form 33 or a separate award document, Standard Form 26, Award/Contract.

DOs & DON'Ts

DOs and DON'Ts of Sealed Bidding and IFBs

- **Do** read the whole IFB to gain an understanding of what NASA requires.
- **Do** ask questions for clarification early. **Don't** guess or assume that you know what is required.
- **Do** make sure you have the complete bid package.
- **Do** read the instructions.
- **Do** consider whether you really have the capability and desire to do the job required.
- **Do** carefully consider the resources required to do the job.
- **Do** make certain that you complete the required items in your offer, including all representations, certifications, and other statements.
- **Do** acknowledge **all** amendments to the IFB.
- **Do** properly identify your bid by marking the outside of your envelope, as well as the envelope of your contract carrier, with the Solicitation Number, and the date, time, and place of bid opening.
- **Do** make sure your bid is delivered on time.
- **Do** notify NASA if you intend not to bid and state whether you want to remain on the bidders list.



This aerial photograph of Lewis Research Center illustrates the size of NASA installations. For delivery of bids or offers, allow enough time to be checked through security gates and to locate the correct building for delivery.

- **Don't** wait until the last minute to submit your bid. Late is late and a late bid will not be considered.
- **Don't** assume that the low bid always wins. Requirements for "responsiveness" and "responsibility" must be met.
- **Don't** underprice your bid expecting to make up a loss through changes in the contract.

3 Unique Features Of Construction

The similarities of construction with sealed bid procurements (IFBs) for supplies and services include:

1. Sealed Bids.
2. Public Bid Opening.
3. Late Bid Provisions.
4. Firm Fixed Price.
5. Responsiveness and Responsibility.

The major differences and unique aspects of construction IFBs are--

1. NASA may use a presolicitation notice, Standard Form 1417, to elicit interest in larger procurements. To remain on the mailing list for the solicitation, interested bidders should complete and return a copy of the notice.

2. The Standard Form 1442 is used for Solicitation, Offer, and Award.

3. Bid guarantees are required. The bidder must submit a bond or an amount equal to at least 20% of the bid price. The amount is sacrificed if the bid is withdrawn after bid opening or the bidder refuses to execute the contract or provide required performance and payment bonds. Bonding companies used by a bidder must be ones accepted by the U.S. Department of the Treasury.

4. Performance bonds are required. A performance bond secures performance and fulfillment of the contractor's obligation under the contract and is generally for 100% of the contract price.

5. Payment bonds are required to assure that payments are made to laborers and suppliers. The bond must be for 50% of the contract price if not more than \$1 million.

6. A site inspection visit and contact are available. The bidder has the opportunity to see the worksite and examine the conditions that will affect the work.

- The bidder is responsible for taking these conditions into account in planning and pricing the work.

7. Detailed plans, drawings, and specifications apply.

8. Applicable safety and health requirements must be understood.

9. The contractor must pay minimum wages set by the Secretary of Labor. The wages paid must be reported to the Department of Labor's Wage and Hour Division. Form WH-347 may be used.



Construction at Kennedy Space Center, Florida

PRE-SOLICITATION NOTICE (CONSTRUCTION CONTRACT)	1. PROJECT NO.	2. DATE OF NOTICE	3. DATE SOLICITATION DOCUMENTS AVAILABLE (Approx.)
------------------------------------------------------------	----------------	-------------------	----------------------------------------------------

NOTE: The project number in Items 1 and 16 may be the same as the Invitation or Proposal Number.

4. OFFERS TO BE RECEIVED BY (AT PLACE SPECIFIED FOR RECEIPT OF OFFERS)	A. TIME A.M. P.M.	B. DATE (Month, day, year)	5. TIME FOR COMPLETION (Calendar days)
6A. ISSUING OFFICE (Name, address and ZIP code)		7. PROJECT TITLE AND LOCATION	
6B. ROOM NO.	6C. TELEPHONE NO. (Include area code)		

INSTRUCTIONS: a. Solicitation Documents will be issued upon receipt of your affirmative response to this Pre-Solicitation Notice by the DUE DATE set forth in Item 15. b. If a charge is required under Item 8A, your affirmative response must include a certified check, cashier's check or money order, in the applicable amount, made payable to Agency (shown in Item 9). Refund (when specified in Item 8B) will be made upon your return of the bid documents in good condition, without marks, notes, or mutilations, within 20 calendar days after the final date for receipt of offers. c. The Issuing Office, at its discretion, may make bid documents available to plan rooms of the Associated General Contractors, Chambers of Commerce, Dodge Reports, and other similar contractors' commercial service facilities. d. Bid guarantee is required with any bid in excess of \$25,000. Bid guarantee shall be in the amount of 20 percent of the amount of the bid, or \$3,000,000, whichever is less. For bid guarantee purposes, the amount of the bid is the aggregate of the Lump Sum Base Bid, all Alternates (if any), and the product(s) of each unit price (if any) multiplied by the applicable number of units shown on the Bid Form. e. NOTICE TO SMALL BUSINESS FIRMS: A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA). For information concerning SBA's surety bond guarantee assistance, contact your SBA District office.

8A. CHARGE FOR SOLICITATION DOCUMENTS \$	8B. IS THIS CHARGE REFUNDABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO	9. MAKE CHECK PAYABLE TO:	
10. ESTIMATED COST RANGE OF PROJECT		11. OFFERS COVERING THE PROJECT RESTRICTED TO SMALL BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO	12. SUBCONTRACTING PROGRAM REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO
A. FROM \$	B. TO \$		

13. DESCRIPTION OF WORK (Physical characteristics)

IMPORTANT: FAILURE TO COMPLETE AND RETURN THIS PART OF THE NOTICE TO THE ISSUING OFFICE, ON OR BEFORE THE DUE DATE SHOWN IN ITEM 15, MAY RESULT IN YOUR NAME BEING REMOVED FROM OUR MAILING LIST.

14. ACTION REQUESTED (Check applicable box)			15. DUE DATE
A. I AM INTERESTED IN BIDDING ON THIS PROJECT AS A: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> PRINCIPAL SUBCONTRACTOR	B. I AM NOT INTERESTED IN BIDDING ON THIS PROJECT. RETAIN MY NAME ON YOUR MAILING LIST.		
NO. OF SET(S) YOU REQUIRE OF SOLICITATION DOCUMENTS	C. REMOVE MY NAME FROM YOUR MAILING LIST.	16. PROJECT NO.	

17. NAME AND ADDRESS OF FIRM (City, State and ZIP code)

18. NAME AND TITLE OF FIRM REPRESENTATIVE	19. SIGNATURE OF REPRESENTATIVE	20. DATE SIGNED
-------------------------------------------	---------------------------------	-----------------

NSN 7540-01-148-3531

1417-101

STANDARD FORM 1417 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.236-1(b)

BID BOND
(See Instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PERCENT OF BID PRICE	PENAL SUM OF BOND				BID DATE	INVITATION NO.
	AMOUNT NOT TO EXCEED					
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure so to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
Signature(s)	1.			2.	
		(Seal)			(Seal)
Name(s) & Title(s) (Typed)	1.			2.	
CORPORATE SEAL					
INDIVIDUAL SURETIES					
Signature(s)	1.			2.	
		(Seal)			(Seal)
Name(s) (Typed)	1.			2.	
CORPORATE SURETY(IES)					
SURETY A	Name & Address			STATE OF INC.	LIABILITY LIMIT
					\$
	Signature(s)	1.			2.
		(Seal)			(Seal)
Name(s) & Title(s) (Typed)	1.			2.	
CORPORATE SEAL					

CORPORATE SURETY (IES) (Continued)

SURETY B	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.		\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY C	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.		\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY D	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.		\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY E	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.		\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY F	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.		\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY G	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.		\$	
	Name(s) & Title(s) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed herein. Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)" In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

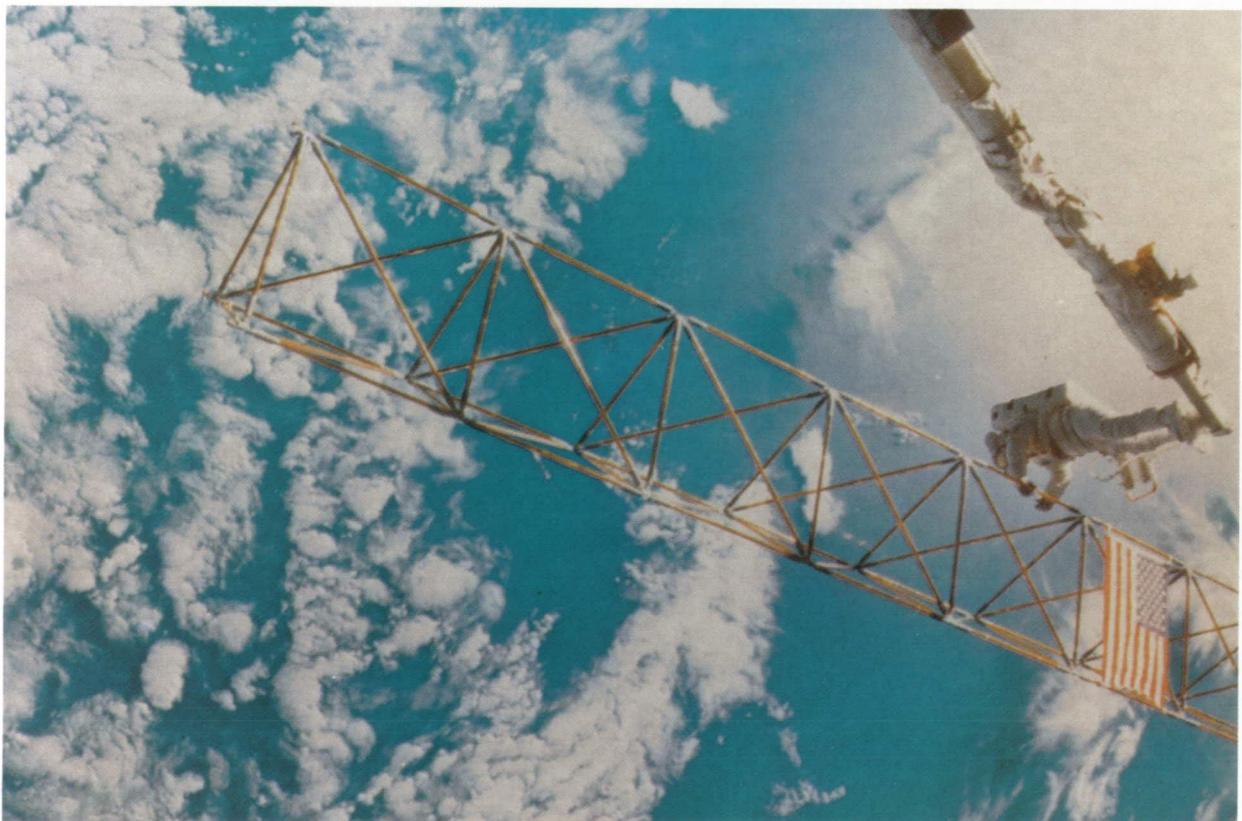
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror"

STANDARD FORM 24 BACK (REV. 4-85)

DOs & DON'Ts

DOs and DON'Ts of Construction Contracting (IFB)

- **Do** assure that you can obtain bonds and provide the necessary bid guarantees.
- **Do** examine the worksite.
- **Do** identify the person who is the point of contact for site visits.
- **Do** make a list of any questions you have about the worksite, drawings, or specifications, and seek clarification during the time provided.
- **Do** understand any applicable goals and time tables for employing Minorities and Women and any affirmative action compliance requirements included in the solicitation.
- **Do** note any liquidated damages for late completion.
- **Don't** assume that bonding is easily obtained.
- **Don't** plan to do the work at variance with the plans and specifications.
- **Don't** presume that because you have done previous work for NASA that you can submit less than the total information required.
- **Don't** assume that the terms and conditions for NASA construction contracts are the same as for contracts in the private sector or for supply or service contracts.



Shuttle astronaut constructing a space structure.

4 Negotiated Procurement and the Request for Proposals

Understanding Negotiated Procurement and Request for Proposals (RFP) (Standard Form 33)

Features of negotiated procurement are--

1. Proposals will be requested and evaluated.
2. NASA may request clarification of the proposals or, after evaluation, may award a contract without clarification, discussion, or negotiation if the solicitation so provides.
3. The basis for award will include:
 - a. Mission suitability (technical factors).
 - b. Cost (price factors).
 - c. Relevant experience and past performance.
 - d. Other considerations.

While these factors are typical, an offeror must always examine the evaluation factors in Section M of the solicitation since factors may vary from RFP to RFP.

Negotiated procurement differs from sealed bidding in two major respects:

1. Selection in negotiated procurement is based on a combination of factors rather than lowest price alone.
2. A negotiated procurement provides greater flexibility in defining the work that will be performed to meet NASA's needs. Sealed bidding requires that performance be precisely defined before soliciting bids for a fixed price.

It is the offeror's responsibility, however, to review the solicitation and submit everything required by the date and time for receipt of proposals.

What if a Technical Proposal is Required?

If so, the detailed requirements for the proposal will be spelled out in Section L of the solicitation.

Keep in mind that NASA evaluates what the offeror proposes, not what the offeror intended but failed to state. To achieve a favorable technical evaluation, it is important to examine the evaluation factors in Section M carefully and consider them in the context of preparing the technical proposal.

In order to score high technically, the offeror must submit all the technical information requested in a manner that--

- a. Is easily followed;
- b. Convinces the reader that the proposal meets all requirements of the RFP; and
- c. Clearly demonstrates for the reader the advantages of the proposed approach for NASA.

NASA has found that proposals selected for award provide evidence of the following:

- a. Understanding of the requirement as described in the offeror's own words, and as demonstrated by the proposed approach. In other words, how does the offeror intend to complete each step of the work under the

RFP and does this approach demonstrate that the offeror understands the procurement requirement?

b. Ability to perform the job as reflected in the proposed work plans and the identification of resources required to perform the job.

- Usually, this can be demonstrated by listing the planned hours of work, by various skill levels, corresponding to the scheduled task performance.
- When showing staffing data in the technical proposal, data on salaries and

prices should be omitted since that data will be part of the pricing proposal.

What About the Pricing Proposal?

RFPs require more detailed pricing information for evaluation of proposals than IFBs require for sealed bids.

The requirements for a cost or pricing proposal should be reviewed in order to assure that the information is furnished in the detail requested using Standard Form (SF) 1411 for cost or pricing proposals.

CONTRACT PRICING PROPOSAL COVER SHEET		1. SOLICITATION/CONTRACT/MODIFICATION NO.	FORM APPROVED OMB NO. 9000-0013	
NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))				
2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NO.
		4. TYPE OF CONTRACT ACTION (Check)		
5. TYPE OF CONTRACT (Check) <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER (Specify)		A. NEW CONTRACT	D. LETTER CONTRACT	
		B. CHANGE ORDER	E. UNPRICED ORDER	
		C. PRICE REVISION/ REDETERMINATION	F. OTHER (Specify)	
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE		6. PROPOSED COST (A+B=C)		
		A. COST	B. PROFIT/FEE	C. TOTAL
		\$	\$	\$
8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)				
A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.
9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)				
A. CONTRACT ADMINISTRATION OFFICE		B. AUDIT OFFICE		

Top portion of SF 1411 - Contract Pricing Proposal Cover Sheet

Costs shown in the pricing proposal should be realistic and consistent with the technical approach.

Particular attention should be given to the need for furnishing substantiating information in sufficient detail to support the summary information covered in the SF 1411.

The purpose of the Reference column on the SF 1411 is to lead the evaluator to the place in the pricing proposal where the detailed data substantiating the price offered for a line item are contained.

The pricing form must be signed by an official authorized to legally bind the firm submitting the proposal.

What About Alternate Proposals?

If an alternate approach would offer NASA some advantage over an approach sought by the RFP, it normally may be submitted. However, for the alternate proposal to be considered, a fully responsive basic proposal must be submitted.

Alternate proposals must be complete and not require reference to the basic proposal. They usually must offer a clearly unique technical advantage or a substantial cost savings.

What Happens to the Proposal After It Is Submitted?

The proposal must be received at the designated place before the date and time set for receipt of proposals. (See Section 1 of this booklet for more discussion.)

The proposals are assigned to a team of evaluators who will--

a. Examine each proposal against the technical proposal requirements, and

b. Score them using the evaluation factors.

Regulations require that a proposal be evaluated by NASA on the basis of the stated factors. They also require that an offeror's approach not be divulged in the evaluation process to other contenders.

NASA will make a competitive range determination, that is, a determination of those firms having a reasonable chance of being selected for the final award. Those offerors not in the competitive range will be notified by NASA. NASA may award a contract based on the most favorable initial proposal without discussion if the solicitation so provides.

When the NASA Contracting Officer sees that it is desirable to obtain additional information on proposals, discussions will be held with every offeror in the competitive range.

When this phase has been concluded, firms in the competitive range will be asked to submit to NASA their revised proposals by a common cut-off date and time.

- It is important to note that the request from NASA for revised proposals signifies that all discussions have been concluded and that there is a deadline by which firms must submit any revised offer if they are to remain in the competition.

NASA will do a final evaluation to consider revised proposals and then select a contractor--

- a. For final negotiation, or
- b. For award of the contract.

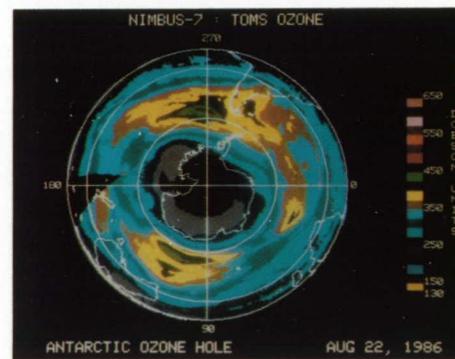
Once the selection decision has been made, a notification will be given to all offerors who have not already been eliminated from consideration and previously notified.

DOs & DON'Ts

DOs and DON'Ts of Negotiated Procurement (RFP)

- **Do** be sure that your solicitation package is complete.
- **Do** assure that you understand the service or product NASA is buying.
- **Do** read the Instructions in Section L of the RFP.
- **Do** read the Technical Proposal requirements and the Evaluation Factors in context with what you know your company capabilities to be.
- **Do** your best at preparing the proposal. Competition can be intense, and underdeveloped proposals can be a waste of your time and NASA's time.
- **Do** submit your proposal on time.
- **Do** respond promptly and fully to requests for clarification by the contracting officer.
- **Do** initially submit your best offer. Award may be made without any discussion.

- **Don't** guess what NASA needs. If you have a question, get it answered by the contracting officer listed in the RFP before you go to the expense of preparing the proposal.
- **Don't** gamble that perhaps NASA doesn't really need all the information in the detail shown in the solicitation.
- **Don't** expect to receive an award solely because you did a good job the last time around. It is your total proposal that must be evaluated, not past performance alone.



**Antarctic Ozone Hole
August 22, 1986**



NASA scientist examining daily Total Ozone Mapping Spectrometer

ORIGINAL PAGE
COLOR PHOTOGRAPH

5 Subcontracting Opportunities

You should be aware, not only of how to respond to NASA solicitations, but also of the significant opportunities that are available as a subcontractor on NASA procurements. A few significant points are worth mentioning here:

1. Any prime contractor, other than a small business concern, who receives a contract over \$500,000 (\$1,000,000 for construction) is required to submit a subcontracting plan that proposes goals for contracting with both small business and small disadvantaged business concerns. Many of these prime contractors are actively seeking to identify small business and small disadvantaged business concerns having the capability to assist them as subcontractors.

2. The *Commerce Business Daily* provides information about subcontracting opportunities announced by prime contractors in addition to information about prime contracting opportunities announced by Federal agencies. The *Commerce Business Daily* also has a section covering awards of major contracts. Reading about the award of large contracts can help you identify business opportunities in NASA and in other agencies as well.

3. NASA's Small Business Specialists can assist you in identifying:

- Ways to obtain and file the necessary information (for example, Standard Form 129) with NASA Procurement Offices so you can be placed on their Bidders List, and

- Means by which you can search for and identify opportunities in research and development.

Write to the attention of the Small Business Specialist at any of the following addresses:

NASA Headquarters
Code HWB
Washington, DC 20546

NASA Ames Research Center
Mail Stop 241-1
Moffett Field, CA 94035

NASA Goddard Space Flight Center
Code 263.2
Greenbelt, MD 20771

NASA Johnson Space Center
Code BD35
Houston, TX 77058

NASA Kennedy Space Center
Code SI-PRO-4
Kennedy Space Center, FL 32899

NASA Langley Research Center
Mail Stop 144A
Hampton, VA 23665

NASA Lewis Research Center
Mail Stop 500-302
Cleveland, OH 44135

NASA Marshall Space Flight Center
Code AP16
Marshall Space Flight Center, AL 35812

NASA Stennis Space Center
Procurement Office, Code DA00
Stennis Space Center, MS 39529-6000

NASA Resident Office
Jet Propulsion Laboratory
Pasadena, CA 91109

NASA Space Station Freedom
Procurement Office, Code HR
10701 Parkridge Blvd.
Reston, VA 22091

IFB W-10-43764/HWC

Solicitation Number

**Headquarters Contracts and
Grants Division**

**National Aeronautics and
Space Administration**

Washington, DC 20546

Opening Date: April 12, 1988

Closing Date: May 12, 1988

NOTE:

This solicitation has been added to the booklet "How to Compete for NASA Contracts" as an example of a NASA Invitation for Bids. The solicitation was produced using an automated document generation system, which produces a facsimile of the Standard Form 33 shown in section 1 of the booklet. The solicitation asks bidders to show their bids on a pricing document rather than across from individual items in Section B. Detailed specifications and other provisions have been omitted from this example.

SOLICITATION, OFFER AND AWARD

OMB No. 2700-0042

1. This contract is a rated order under DPAS (15 CFR 350):
RATING:

2. CONTRACT NO.	3. SOLICITATION NO. W-10-43764/HWC	4. TYPE OF SOLICITATION Sealed Bid (IFB) SET-ASIDE (See Section L)
-----------------	---------------------------------------	--------------------------------------------------------------------------

5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 10-43764
----------------	-----------------------------------------

7. ISSUED BY: Code HWC NASA Headquarters Contracts and Grants Division Attn: Code HWC/John R. Bashista Washington, DC 20546	8. ADDRESS OFFER TO (if other than item 7) NASA Headquarters Contracts and Grants Division 300 7th St., SW, Rm 723 Washington, DC 20546
-----------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

NOTE: In sealed bid solicitations, "offer and offeror" mean "bid and bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located at 300 7th St., SW, Rm 723, until 10:00 A.M. local time _____. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL A. NAME: John R. Bashista
B. TELEPHONE NO. (No Collect Calls): (202) 453-1820

11. TABLE OF CONTENTS

PART/SECTION	DESCRIPTION
PART I	THE SCHEDULE
A	SOLICITATION/CONTRACT FORM
B	SUPPLIES OR SERVICES AND PRICES/COSTS
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
D	PACKAGING AND MARKING
E	INSPECTION AND ACCEPTANCE
F	DELIVERIES OR PERFORMANCE
G	CONTRACT ADMINISTRATION DATA
H	SPECIAL CONTRACT REQUIREMENTS
PART II	- CONTRACT CLAUSES
I	CONTRACT CLAUSES
PART III	- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
J	LIST OF ATTACHMENTS
PART IV	- REPRESENTATIONS AND INSTRUCTIONS
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
M	EVALUATION FACTORS FOR AWARD

NOTE Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

W-10-43764/HWC

SOLICITATION, OFFER AND AWARD
OFFER (Must be fully completed by offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 Calendar days	20 Calendar days	30 Calendar days	Calendar days
%	%	%	%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE
--------------	------	--------------	------

15A. NAME AND ADDRESS OF OFFEROR
Code: Facility:

16. NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN OFFER (Type or Print)

15B. TELEPHONE NO. (Include Area Code) _____

15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE:

18. OFFER DATE:

=====

AWARD (To be completed by the Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION:
R&PM 88 8080103 3 25260 NPA-2543.02 10-01-03

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
[] 10 U.S.C. 2304(c) (0) [] 41 U.S.C.

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 25:
(4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than
Item 7)

25. PAYMENT WILL BE MADE BY
NASA Headquarters
Financial Management Division
Code BFH
Washington, DC 20546

26. NAME OF CONTRACTING
OFFICER (Type or Print)

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT — Award will be made on this Form or on Standard Form 26,
or by other authorized official written notice.

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D.1 PRESERVATION, PACKING, PACKAGING, AND MARKING— Omitted
 COMMERCIAL (10-206) (OCT 1985)

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E.1 CLAUSES INCORPORATED BY REFERENCE
 (FAR 52.252-2) (APR 1984)

E.2 MATERIAL INSPECTION AND RECEIVING REPORT
 (46-201) (OCT 1985)

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G.1 INVOICES (NASA 18-52.232-71) (OCT 1987)

G.2 ACQUISITION OF EXISTING GOVERNMENT EQUIPMENT
 (NASA 18-52.245-70) (AUG 1985)

G.3 LIST OF GOVERNMENT FURNISHED PROPERTY
 (45-201) (DEC 1986)

SECTION H - SPECIAL CONTRACT REQUIREMENTS Omitted
 [For this Invitation for Bid, there are NO clauses in this Section]

PART II - CONTRACT CLAUSES Omitted

SECTION I - CONTRACT CLAUSE

I.1 CLAUSES INCORPORATED BY REFERENCE
 (FAR 52.252-2) (APR 1984)

I.2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7) (FEB 1987)

I.3 PAYMENTS (FAR 52.252-1) (DEC 1984) — As modified
 by 18-52.232-1 NASA FAR SUPPLEMENT (DEC 1984)

I.4 CHANGES—FIXED-PRICE
 (FAR 52.243-1) (AUG 1987)

I.5 COMPLIANCE WITH NASA FAR SUPPLEMENT
 (NASA 18-52.252-70) (APR 1984)

I.6 FEDERAL ACQUISITION REGULATION REFERENCES
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I.7 FIRST ARTICLE APPROVAL—GOVERNMENT TESTING

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PART I — THE SCHEDULE

SECTION B — SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED
 (10-200) (OCT 1985)

The Contractor shall provide all labor, materials, and facilities, (except as may be expressly set forth in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C.

Item No.	Description/Attaching Device Type	Quantity
1.	5 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	1,688 each 562 each
2.	10 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	1,688 each 562 each
3.	15 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	1,500 each 500 each
4.	20 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	1,773 each 587 each
5.	25 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	1,913 each 637 each
6.	30 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	1,800 each 600 each
7.	35 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	1,050 each 350 each
8.	40 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	330 each 110 each
9.	45 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	173 each 57 each
10.	50 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	23 each 7 each
11.	55 Year Button	
	a. Flat Ball Clutch (Tie Tack) b. Pin with Catch	8 each 2 each

B.2 CONSIDERATION—FIXED-PRICE
 (16-200) (OCT 1985)

The total firm fixed-price of this contract is _____.

**SECTION C — DESCRIPTION/SPECIFICATION/
WORK STATEMENT**

C.1 STATEMENT OF WORK (10-203) (OCT 1985)

a. The Contractor shall provide National Aeronautics and Space Administration (NASA) length-of-service lapel buttons in the quantities specified in Section B.1 of this solicitation/contract. The length-of-service lapel buttons shall be manufactured in accordance with military specification MIL-L-11484E (dated 30 September 1969, supplemented by Amendment 3, dated 30 September 1975). Both the specification and its amendment are incorporated as Attachment 1 in Section J of this solicitation/contract.

b. Lapel buttons shall be hard enamel; see paragraphs 3.4.6.1, 3.9.3, and 3.9.3.1 in MIL-L-11484E.

c. The attaching devices shall be: a. prong with pick and flat ball type clutch; and b. pin with catch; see MIL-L-11484E and amendment.

d. Each lapel button shall be mounted on a polyethylene pad and placed in a rigid hinged plastic box having a transparent lid and opaque blue bottom section. The box shall have two (2) plastic hinges and catch and shall be approximately 1-1/8 inch in overall depth. The pad shall be sized to fit the box interior and shall be of sufficient depth to restrict movement of the lapel button when the lid is closed.

e. Lapel buttons shall be manufactured in accordance with the following description list:

5 year:	Material	— gilding metal
	Finish	— oxidized relieved
10 year:	Material	— nickel silver
	Finish	— silver plated, oxidized relieved
15 year:	Material	— red brass
	Finish	— gold plated, oxidized relieved
20 year:	Material	— gilding metal
	Finish	— enamel (chip 1, chip 18, chip 28), gold plated (with ruby*)
25 year:	Material	— gilding metal
	Finish	— enamel (chip 1, chip 18, chip 28), gold plated (with blue sapphire*)
30 year:	Material	— gilding metal
	Finish	— enamel (chip 1, chip 18, chip 28), gold plated (with emerald*)
35 year:	Material	— gilding metal
	Finish	— enamel (chip 1, chip 18, chip 28), gold plated (with amethyst*)

**SECTION C — DESCRIPTION/SPECIFICATION/
WORK STATEMENT**

40 year:	Material	— gilding metal
	Finish	— enamel (chip 1, chip 18, chip 28), gold plated (with white sapphire*)
45 year:	Material	— gilding medal
	Finish	— enamel (chip 1, chip 18, chip 28), gold plated (with white sapphire*)
50 year:	Material	— gilding metal
	Finish	— enamel (chip 1, chip 18, chip 28), gold plated (with white sapphire*)
55 year:	Material	— gilding metal
	Finish	— enamel (chip 1, chip 18, chip 28), gold plated (with white sapphire*)

*** ALL STONES SHALL BE SYNTHETIC.**

f. Upon award of the contract, the Government will furnish to the Contractor standard samples of each lapel button; these shall be used for matching color and finish only. See paragraph 3.2 of MIL-L-11484E.

g. Upon award of the contract, the Government shall furnish to the Contractor trim tools and dies for the following lapel buttons:

5 year, 10 year, 15 year, 20 year, 25 year, 30 year, and 35 year.

h. Dies for the 40 year, 45 year, 50 year and 55 year buttons shall not be provided by the Government. The Contractor shall use the 35 year die in order to make working dies for the 40 year, 45 year, 50 year and 55 year buttons. The Contractor shall also replace any broken or lost Government-furnished items.

(End of Text)

SECTION F — DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (APR 1984)

This contract incorporates the following clauses by reference. These clauses have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.212-15	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	APR 1984	F.O.B. DESTINATION
52.247-55	APR 1984	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

None included by reference.

(End of Clause)

F.2 TIME OF DELIVERY (FAR 52.212-1) (APR 1984)

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
----------	----------	---------------------------------------

All Items (1-11) and quantities thereof listed in Section B.1 shall be delivered within 120 days after first article approval in accordance with Section I.7 of this solicitation/contract.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. The Government reserves the right to award, under either the required delivery schedule or the

proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(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 award is dated. Therefore, the offeror should 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 five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

F.3 DELIVERY INSTRUCTIONS (12-203) (JUL 1986)

Instructions to Vendors:

Deliver to: NASA Headquarters
Federal Building 6, Rm 5123
400 Maryland Avenue, S.W.
Washington, D.C. 20546

(End of Text)

PRICING DOCUMENT

The Bidder shall complete the following Pricing Document in accordance with Section L.8 of this solicitation/contract.

Item No.	Description/Attaching Device Type	Unit Price	Quantity	Total Price
1.	5 Year Button	_____	x 1,688 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 562 ea	_____
2.	10 Year Button	_____	x 1,688 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 562 ea	_____
3.	15 Year Button	_____	x 1,500 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 500 ea	_____
4.	20 Year Button	_____	x 1,773 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 587 ea	_____
5.	25 Year Button	_____	x 1,913 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 637 ea	_____
6.	30 Year Button	_____	x 1,800 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 600 ea	_____
7.	35 Year Button	_____	x 1,050 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 350 ea	_____
8.	40 Year Button	_____	x 330 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 110 ea	_____
9.	45 Year Button	_____	x 173 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 57 ea	_____
10.	50 Year Button	_____	x 23 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 7 ea	_____
11.	55 Year Button	_____	x 8 ea	_____
	a. Flat Ball Clutch b. Pin with Catch	_____	x 2 ea	_____

GRAND TOTAL _____

PART IV — REPRESENTATIONS AND INSTRUCTIONS

SECTION F — REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(FAR 52.203-2) (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 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 subparagraphs (a) (1) through (a) (3) above; 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 subparagraphs (a) (1) through (a) (3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the 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) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

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

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

(End of Provision)

K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror —

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the Contracting Officer —

(1) A completed Standard Form 119 (SF 119), Statement of Contingent or Other Fees; or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of Provision)

**K.3 TYPE OF BUSINESS ORGANIZATION — SEALED BIDDING
(FAR 52.214-2) (JUL 1987)**

The bidder, by checking the applicable box, represents that —

(a) It operates as a corporation incorporated under the laws of the State of _____,
 an individual, a partnership, a nonprofit organization, or a joint venture;

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit
organization, a joint venture, or a corporation, registered for business in _____
(country).

(End of Provision)

**K.4 PARENT COMPANY AND IDENTIFYING DATA
(FAR 52.214-8) (APR 1984)**

(a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and
basic business policies of the bidder. To own the bidding company means that the parent company must own
more than 50 percent of the voting rights in that company. A company may control a bidder as a parent
even though not meeting the requirement for such ownership if the parent company is able to formulate,
determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights,
use of proxy voting, or otherwise.

(b) The bidder is, is not owned or controlled by a parent company.

(c) If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

**Name and Main Office Address
of Parent Company
(Including Zip Code)**

**Parent Company's Employer's
Identification Number**

(d) If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification
Number on the following line _____

(End of Provision)

**K.5 PLACE OF PERFORMANCE — SEALED BIDDING
(FAR 52.214-14) (APR 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the space provided below the required information:

Place of Performance (Street
Address, City, County, State,
Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than bidder

(End of Provision)

**K.6 MINIMUM BID ACCEPTANCE PERIOD
(FAR 52.214-16) (APR 1984)**

(a) "Acceptance period," as used in this provision, mean the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above, or (2) any longer acceptance period stated in paragraph (d) above.

(End of Provision)

K.7 SMALL BUSINESS CONCERN REPRESENTATION
(FAR 52.219-1) (MAY 1986)

The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern and that [] all, [] not all and items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. "Small business concern," as used in this provision, 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 size standards in this solicitation.

(End of Provision)

K.8 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION
(FAR 52.219-2) (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, The Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, 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 and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

(End of Provision)

K.9 WOMEN-OWNED SMALL BUSINESS REPRESENTATION
(FAR 52.219-3) (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a women-owned small business concern.

(b) Definitions.

"Small business concern" as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(End of Provision)

K.10 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS
(FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

**K.11 CERTIFICATION OF NONSEGREGATED FACILITIES
(FAR 52.222-21) (APR 1984)**

(a) "Segregated facilities," as used in provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will —

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to be Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of Provision)

**K.12 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FAR 52.222-22) (APR 1984)**

The offeror represents that —

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal

Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.13 AFFIRMATIVE ACTION COMPLIANCE
(FAR 52.222-25) (APR 1984)

The offeror represents that —

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.14 BUY AMERICAN CERTIFICATE
(FAR 52.225-1) (APR 1984)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act—Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act (listed at 25.108 of the Federal Acquisition Regulation).

(End of Provision)

K.15 PAYMENT DATA (32-206) (OCT 1985)

(a) If one or more payments in excess of \$25,000 will result from the award of this contract, see clause 18-52.232-78, Payment Information. If the information required by said clause is provided with the offer, the requirements of said clause shall be considered to have been met.

(End of Text)

**K.16 USE OF GOVERNMENT OWNED PROPERTY (45-200)
(OCT 1985)**

(a) The offeror does () does not () intend to use in any contract awarded as a result of this solicitation any Government-owned (1) facilities, (2) special test equipment or (3) special tooling.

(b) If the offeror does intend to use any of the above items in any resultant contract, the following information required by FAR 45.205 (b) must be furnished by the offeror as a part of the proposal:

(1) Identification and quantity of each item and the value thereof.

(2) Identification of the Government contract under which acquired and written permission for its use from the cognizant Contracting Officer.

(3) Rental provisions.

(4) The date of the last review by the Government of its property control and accounting system and describe actions taken to correct any deficiencies found.

(5) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NASA/FAR Supplement Subpart 18-45.70, and 18-45.71.

(6) A statement indicating whether or not the costs associated with subparagraph (5) above are included in its cost proposal.

(7) The dates during which the property will be available for use, and if used in two or more contracts, the amounts of respective uses in sufficient detail to support proration of the rent.

(End of Text)

**SECTION L — INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS**

**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.251-1) (APR 1984)**

This solicitation incorporates the following provisions by reference. These provisions have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

PROVISION NUMBER	DATE	TITLE
52.207-4	AUG 1987	ECONOMIC PURCHASE QUANTITY — SUPPLIES
52.210-6	APR 1984	LISTING OF USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY AND FORMER GOVERNMENT SURPLUS PROPERTY
52.214-1	JUL 1987	SOLICITATION DEFINITIONS — SEALED BIDDING
52.214-3	APR 1984	ACKNOWLEDGEMENT OF AMENDMENTS TO INVITATIONS FOR BIDS
52.214-4	APR 1984	FALSE STATEMENTS IN BIDS
52.214-5	APR 1984	SUBMISSION OF BIDS
52.214-6	APR 1984	EXPLANATION TO PROSPECTIVE BIDDERS
52.214-7	APR 1984	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
52.214-9	APR 1984	FAILURE TO SUBMIT BID
52.214-10	APR 1985	CONTRACT AWARD — SEALED BIDDING
52.214-12	APR 1984	PREPARATION OF BIDS
52.214-17	APR 1984	AFFILIATED BIDDERS
52.232-15	APR 1984	PROGRESS PAYMENTS NOT INCLUDED

None included by reference.

**L.2 PERIOD FOR ACCEPTANCE OF BIDS
(FAR 52.214-15) (APR 1984)**

In compliance with the solicitation, the bidder agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**L.3 PREPROPOSAL/PRE-BID CONFERENCE-NONE
(15-213) (OCT 1985)**

A preproposal/pre-bid conference is not contemplated.

(End of Text)

**L.4 COMMUNICATIONS REGARDING THIS SOLICITATION
(15-216) (OCT 1985)**

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: John R. Bashista
Phone: (202) 453-1820 (collect calls not accepted)
Telex: 8-9530
TWX: (202) 426-5217
Address: NASA Headquarters
300 7th St, SW, Rm 723
Washington, DC 20546

(End of Text)

**L.5 SIC CODE AND SMALL BUSINESS SIZE STANDARD
(19-200) (OCT 1985)**

The Standard Industrial Classification (SIC) code for this procurement is 3961. The Small Business Administration size standard is 500 employees, or \$N/A in average annual sales or receipts, for the preceding three (3) years.

(End of Text)

**L.6 SERVICE OF PROTEST
(FAR 52.233-2) (JAN 1985)**

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from:

Harold V. Jefferson

Hand-Carried Address:
NASA Headquarters

Contracts and Grants Division
300 7th St, SW Rm 723
Washington, DC 20546

Mailing Address:

NASA Headquarters
Contracts and Grants Division
Attn: Code HWC/John Bashista
Washington, DC 20546

(End of Provision)

**L.7 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
(52.219-6) (APR 1984)**

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service contracts.

(End of Clause)

L.8 SAMPLE VIEWING

Prospective Bidders who wish to view samples of the length of service lapel buttons and the Government-furnished dies may do so in Room 723 of the Reporters Building, 7th and D Streets, S.W., Washington, D.C. 20546. Contact John Bashista, (202) 453-1820, to arrange a time.

L.9 INSTRUCTIONS TO BIDDERS — PREPARATION OF BIDS

Bidders shall complete Attachment 2 - Pricing Document, in Section J of this solicitation/contract. Bidders shall complete Attachment 2 as follows:

1. Identify unit prices for each item listed in Attachment 2.

- a. The unit price for each item listed in Attachment 2 shall include all delivery charges (F.O.B. Destination), and the per unit cost for the rigid hinged box identified in Section C, paragraph d.**

2. Extend the unit price by the quantity to arrive at the total price for each item identified in Attachment 2.

3. Compute the sum of the total prices for each item listed in Attachment 2 to arrive at the Grand Total.

(End of Text)

SECTION M — EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

Award will be made to the low bidder who is both responsible and responsive.

(End of Text)