



Reply to Attn of: JAZ: 241-1

DATE: December 13, 2010
TO: Potential Offerors
FROM: Contracting Officer, NASA ARC
SUBJECT: RFQ# NNA11366031Q
Round 2, Phase 1- TPS Materials for Mars EDL TDP

Attached is Request for Quotes (RFQ) # NNA11366031Q for Round 2, Phase 1 - Thermal Protection Systems (TPS) Materials for the Mars Entry, Descent, and Landing (EDL) Technology Development Project (TDP). This requirement was summarized in the Synopsis that was publicized by NASA and FedBizopps.gov on Nov. 24, 2010, at <http://prod.nais.nasa.gov/cgi-bin/eps/synopsis.cgi?acqid=144522>.

The following documents are posted for your review to enable your preparation of a quotation to be submitted to NASA in response to this RFQ:

- 1) Solicitation Instructions, Provisions and Clauses (follows this letter)
- 2) Statement of Work
- 3) Pricing Sheet for Offerors

All contractual and/or technical questions must be submitted in writing (e-mail or fax) by December 23, 2010. Telephone questions will not be accepted. Please address any comments or questions to: Marianne Shelley, NASA Ames Research Center. Email: Marianne.Shelley@nasa.gov. Any responses to questions submitted will be posted at this website.

Offers for the items described in this RFQ (**quotations**) are due by **1:00 pm Pacific time January 13, 2011 or sooner**, and shall be delivered to Marianne Shelley, by EMAIL to Marianne.Shelley@nasa.gov. Offers must be in MS Office and/or Adobe pdf. file formats. Offers must include all of the required information as indicated on the following pages.

Cordially,

Contracting Officer
NASA Ames Research Center

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A. INSTRUCTIONS TO QUOTERS

Each quotation package submitted by the offeror in response to this RFQ shall contain the following information:

1. Cover letter

Include a cover letter that includes the following information:

- a) A statement of acceptance of the purchase order provisions and clauses, and proposed schedule, or specific exceptions taken to any of the terms and conditions. Include a written acknowledgement of all solicitation amendments.
- b) A statement that your company's proposal is firm for a period of not fewer than 90 days.
- c) Includes the names, telephone numbers, and email addresses of persons to be contacted for both technical and contractual questions.
- d) A statement that, if selected, your company is willing and capable of performing the anticipated work for all future phases of this acquisition.
- e) Letter shall be signed by an official authorized to contractually bind your company.

2. Quotation (Price)

Using the "Pricing Sheet for Offerors" attached to this solicitation, provide a Firm Fixed Price for the TPS materials your company proposes to deliver to NASA. In addition, please indicate the earliest date that your company can deliver the materials to NASA.

Offerors may provide a quotation for any combination of the following:

- (1) Rigid ablator TPS material coupons or
- (2) Deployable TPS ablator material coupons or
- (3) Both types listed in (1) and (2) above.

If providing a quote for Rigid ablator TPS material coupons, provide a unit price and total amount for item 01 on the "Pricing Sheet for Offerors" provided with this solicitation.

If providing a quote for Deployable TPS ablator material coupons, provide a unit price and total amount for item 02 the "Pricing Sheet for Offerors" provided with this solicitation.

If providing a quote for both Rigid ablator TPS material coupons and Deployable TPS ablator material coupons, provide a unit price and total amount for all items 01 and 02 on the "Pricing Sheet for Offerors" provided with this solicitation.

For each line item, identify the proposed material/system name, and earliest date that your company can deliver the quoted materials in column #20, Schedule of Supplies/Services".

If your company is offering different types of material systems, provide separate pricing line items for each type of system. The "Pricing Sheet for Offerors" provides extra lines for quoting multiple systems. The sheet may be duplicated if additional line items are required.

3. Technical Capability Statement

Offerors shall submit a written document that describes the technical capability of the TPS material system(s) offered and how the material meets the specific requirements of the system type described in the Statement of Work, including the list in Section 1.4, and completion of Table 6. Offerors may submit any documentation that substantiates the material's technical capabilities. Material property data of each material (if available) shall be included. Recent test data for each material (if available) shall be submitted. The offeror shall indicate where and when the testing occurred. If under contract, identify the organization or governmental agency and contract number that that testing occurred. There is no page limitation to this section of the quotation. The information to be submitted for this procurement may be a duplicate of information previously submitted for other NASA or Government solicitations, or in response to Requests for Information (RFIs).

4. Past Experience of the Offeror

Offerors shall submit relevant information that describes the offeror's past experience delivering the TPS materials to Government customers, specifically in the areas of technical performance and contract management. Include a list of 3 relevant contracts which demonstrate the offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer's, telephone number and email address; dates of performance, and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government may be included.

Describe your company's financial condition, and its capability to perform all phases of the intended work of this acquisition. The Government will use the information submitted in this section to evaluate the offeror's capability to perform the work for not only Round 2, Phase 1, but also the offeror's capability to perform all future phases of this acquisition (NFS 1817.7301-2).

5. Representations and Certifications of the Offeror (Section D)

Offerors shall verify that their company has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. Offerors shall indicate any changes or revisions to the information posted on ORCA at paragraph (d) of Section D, Representations and Certifications of this solicitation (page 15).

B. Solicitation Provisions

1. Protests to NASA (NASA FAR 1852.233-70 (OCT 2002))

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

(End of provision)

2. Evaluation - Other Than Commercial Items (NASA FAR 1852.213-71) (JUN 2002) (Modified DEC 2010)

(a) In accordance with FAR 13.106 (Soliciting competition, evaluation of quotations or offers, award and documentation), the Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors, listed in descending order of importance, shall be used to evaluate and determine the offers which will provide the best value to the Government:

- 1) Technical capability of offered materials:
 - A. Evaluation of results of previous test data for the TPS material submitted by the vendor as part of the quotation package.
 - B. Evaluation of supporting documentation of each TPS material's capabilities and potential for development in follow on phases (Development Round 2).
- 2) Past performance and contractor capability:
 - A. Evaluation of contractor's performance on similar government contracts.
 - B. Evaluation of the offeror's ability to perform all future phases of the procurement.
 - C. Responsibility of the vendor.
- 3) Price:
 - A. Price reasonableness of the quoted price for each type of system, including price comparison with all submitted offers.

(b) As a result of this solicitation, the Government intends to award multiple purchase orders to more than one vendor to perform this requirement. Award will be made to that group of offerors that offer the best value to the Government with consideration given to the offered technical capability and total price of the offered items, as well as the offerors' capability to successfully perform the required work not only for this Round 2, Phase 1, but also, all of the anticipated future phases of this acquisition. That said, any purchase order awarded as a result of this solicitation will be for the instant requirement described in this SOW only.

(End of provision)

C. TERMS AND CONDITIONS OF ORDER (GENERAL - OTHER THAN COMMERCIAL ITEMS)

Open Market Supply or Service: This is an order for a non-commercial item or service subject to the terms and conditions of **FAR 52.213-4, Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items)**, incorporated by reference, and any additional terms and conditions incorporated by reference or included in full text as indicated below.

1. Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:
<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

This order incorporates the following FAR and NASA FAR Supplement (NFS) clauses by reference. **See paragraph (c) of FAR 52.213-4.**

52.204-7	Central Contractor Registration	APR 2008
52.213-4	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)	OCT 2010
52.223-3	Hazardous Material Identification and Material Safety Data - Alternate I (JUL 1995)	JAN 1997
52.227-14	Rights in Data - General Alt II (DEC 2007), Alt III (DEC 2007), Alt V (DEC 2007) (As Modified By NFS 1852.227-14, Rights in Data – General)	DEC 2007
52.247-34	FOB Destination	NOV 1991
1852.223-72	Safety and Health (Short Form).	APR 2002
1852.225-70	Export Licenses. (<i>Insert: “NASA Ames Research Center”</i> in paragraph (b))	FEB 2000

(End of clause)

2. Ombudsman (NASA FAR 1852.215-84) (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the

ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman

Lewis S. Braxton, III
NASA Ames Research Center
M/S 200-9
Moffett Field, CA 94035-0001
Telephone: (650) 604-5068
Facsimile: (650) 604-0031 or (650) 604-1668
Email: Lewis.S.Braxton@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

3. PHASED ACQUISITION USING DOWN-SELECTION PROCEDURES (NASA FAR 1852.217-71) (MAY 2000)

(a) This solicitation is for the acquisition of Round 2, Phase 1 rigid and flexible TPS materials to support the Thermal Protection Systems (TPS) Materials for Mars Entry, Descent, and Landing (EDL) Technology Development Project (TDP) advancement of materials and concepts for Mars heavy landing mass missions. The acquisition is anticipated to be conducted as a four-phased procurement using a competitive down-selection technique between phases. In this technique, two or more contractors will be selected for Round 2/ Phase 1. It is expected that the down-selection process will be used as the phased acquisition moves from Round 2/ Phase 1 to Round 2/ Phase 2, and from Round 2/ Phase 2 to Round 2/ Phase 3. Concurrent to the Round 2 down selection, the Round 1 phased acquisition that was awarded in early 2010 will also be conducting a down-selection process. NASA plans 2 or more Rounds will be conducted in parallel, each having several down-selection phases, culminating in a final merging of all late-phase rounds to select the most appropriate rigid and flexible TPS materials required for NASA missions.

(b) Round 2/ Phase 1 is for delivery of TPS material coupons that is described in the Statement of Work – Round 2, Phase 1. NASA will perform a variety of tests on these submitted coupons, and results of the testing will be evaluated as part of the down-selection to Round 2/ Phase 2.

Round 2/ Phase 2 is planned for continued testing, development, and extending the Technology Readiness Level (TRL) for candidate rigid and flexible TPS materials. The down-selection to Round 2/ Phase 2 is expected to be late FY2011.

Round 2/ Phase 3 is planned for continued development, further characterization, and extending the TRL of the rigid and flexible TPS materials. Larger scale testing of materials will occur in the final phases. The down-selection to Round 2/ Phase 3 is expected to be about FY2012.

Round 2/ Phase 4 is expected to culminate in about FY2014 with a final merging of all late-phase rounds to select the most appropriate rigid and flexible TPS materials required for NASA missions.

(c) The competition for Round 2/ Phase 2 will be based on the results of Round 2/ Phase 1, and the award criteria for Round 2/ Phase 2 will include successful completion of Phase 1 requirements. The competition for Round 2/ Phase 3 will be based on the results of Phase 2, and the award criteria for Round 2/ Phase 3 will include successful completion of Phase 2 requirements. It is expected that the competition for Phase 4 will culminate in a final merging of all late-phase rounds to select the most appropriate rigid and flexible TPS materials required for NASA missions.

(d) NASA will issue a separate, formal solicitation for Round 2/ Phase 2, Round 2/ Phase 3, and the final Phase 4 that will include all information required for preparation of proposals, including the final evaluation factors.

(e) Round 2/ Phase 2, Round 2/ Phase 3, and the final Phase 4 will be synopsisized in the Commerce Business Daily (CBD) in accordance with [FAR 5.201](#) and [5.203](#) unless one of the exceptions in [FAR 5.202](#) applies. Notwithstanding NASA's expectation that only the previous phase contractors will be capable of successfully competing for the next phase, all proposals will be considered. Any other responsible source may indicate its desire to submit a proposal by responding to the Phase 2, 3, or 4 synopses, and NASA will provide that source a solicitation.

(f) To be considered for Round 2/Phase 2 award, offerors must demonstrate a design maturity equivalent to the Round 2/Phase 1 materials delivered and tested during Round 2/Phase 1. This demonstration shall include the following Round 2/Phase 1 deliverables upon which Round 2/Phase 2 award will be based: (1) Rigid ablator TPS material coupons—quantity 2, and /or (2) Deployable TPS ablator material coupons— quantity 2. Appropriate and verified test data shall be delivered that demonstrates this design maturity and equivalency to the Round 2/ Phase 1 materials. Failure to fully and completely demonstrate the appropriate level of design maturity may render the proposal unacceptable with no further consideration for contract award.

(g) The following draft Round 2/Phase 2 evaluation factors are provided for your information. Please note that these evaluation factors are not final, and NASA reserves the right to change them at any time up to and including the date upon which Phase 2 proposals are solicited.

- Demonstration of successful completion of Round 2/Phase 1 requirements
- Price reasonableness of the quoted price for each type of coupon
- Capability of the offeror to perform the remaining phases

(h) Although NASA will request Round 2/Phase 2 proposals from Round 2/Phase 1 contractors, (and Round 2/Phase 3 proposals from Round 2/Phase 2 contractors, and final Phase 4 proposals from all Phase 3 contractors) submission of the Round 2/Phase 2 proposal is not a requirement of the Round 2/Phase 1 contract. Likewise, submission of the Round 2/Phase 3 proposal is not a requirement of the Round 2/Phase 2 contract. And submission of the final Phase 4 proposal is not a requirement of all Phase 3 contracts. Accordingly, the costs of preparing these proposals shall not be a direct charge to the Round 2/Phase 1, Round 2/Phase 2, or Round 2/Phase 3 contracts or any other Government contract.

(i) The anticipated schedule for conducting this phased procurement is provided for your information. These dates are projections only and are not intended to commit NASA to complete a particular action at a given time.

Round 2/Phase 1 award –January 2011
Round 2/Phase 2 solicitation – Late FY2011
Round 2/Phase 3 solicitation - FY2012
Final Phase 4 solicitation (all rounds) – FY2014

(End of clause)

4. Release of Sensitive Information (NASA FAR 1852.237-73) (JUN 2005)

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

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

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

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose

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

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

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

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

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and

will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

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

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

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

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

(End of clause)

5. Advance Notice of Shipment (NASA FAR 1852.247-72) (OCT 1988)

Five (05) work days prior to shipping material coupon items (Rigid or Deployable TPS ablator material coupons) the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to [NASA COTR] and to the Contracting Officer.

(End of clause)

6. PERIOD OF PERFORMANCE

The period of performance of this contract is date of award through ____ TBD ____.

(End of clause)

7. PLACE OF PERFORMANCE

The services to be performed under this contract shall be performed at the following location(s):
(1) the Contractor's facilities at ____ TBD ____.

(End of clause)

8. DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

Deliveries shall be in accordance with materials types, specimen types, quantities, and delivery dates required in the Statement of Work.

(End of clause)

9. DELIVERY INSTRUCTIONS

Shipment address(es) and notification instructions are indicated in Statement of Work, Section 3.2.

(End of clause)

10. SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008)

(a) Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted in quadruplicate, unless otherwise specified, to the address below:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)—Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

This is the “designated billing and payment office” for purposes of the Prompt Payment Act. Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(End of Clause)

11. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (SIMPLIFIED ACQUISITIONS)

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision submitted as part of the quote are hereby incorporated by reference in this resulting order.

(End of Clause)

D. Annual Representations and Certifications (FAR 52.204-8) (OCT 2010)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336419 Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing.

(2) The small business size standard is 1000 employees.

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

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

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

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated: *(Not applicable, per FAR 4.1202)*

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

FAR Clause	Title	Date	Change

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

(End of Provision)