



**BROAD AGENCY ANNOUNCEMENT (BAA)
SCIENCE, MATH, AND RESEARCH FOR TRANSFORMATION (SMART)
DEFENSE EDUCATION PROGRAM
AT THE NAVAL POSTGRADUATE SCHOOL**

INTRODUCTION:

This publication constitutes a Broad Agency Announcement (BAA) as contemplated in Federal Acquisition Regulation (FAR) 6.102(d)(2), the Department of Defense Grants and Agreements Regulations (DoDGARS) 22.315(a). A formal Request for Proposals (RFP), other solicitation, and/or additional information regarding this announcement will not be issued.

Neither the Naval Postgraduate School (NPS) nor the Contracting Office (Fleet and Industrial Supply Center-San Diego (FISC-SD)) will issue paper copies of this announcement. The NPS reserves the right to select for award all, some or none of the proposals in response to this announcement. The NPS reserves the right to fund all, some or none of the proposals received under this BAA. NPS provides no funding for direct reimbursement of proposal development costs. Technical and cost proposals (or any other material) submitted in response to this BAA will not be returned. It is the policy of NPS to treat all proposals as sensitive competitive information and to disclose their contents only for the purposes of evaluation.

I. GENERAL INFORMATION

1. Agency Name –

Naval Postgraduate School

2. Research Opportunity Title –

Science, Math, and Research for Transformation (SMART) Defense Education Program

3. Program Name –

Not Applicable (N/A)

4. Research Opportunity Number –

BAA-NPS-08-006

5. Response Date -

This announcement will remain open until 15 January 2009 or until replaced by a successor BAA. Full Proposals may be submitted at any time during this period.

6. SMART Program Opportunity Description -

The Naval Postgraduate School (NPS) is interested in receiving proposals in support of the Science, Math, and Research for Transformation (SMART) Defense Education Program National Defense Education Act is part of a concentrated effort by the office of the Director, Defense Research and Engineering (DDR&E) to improve the flow of new, highly skilled technical labor into Department of Defense (DoD) laboratories and Agencies and to enhance the technical skills of the workforce already in place. The Naval Postgraduate School (NPS) is the executive agent for the SMART program. This activity augments efforts of other programs such as; the National Defense Science and Engineering Graduate Fellowship Program (NDSEG), National Science Foundation (NSF) Graduate Research Fellowship Program, and the Naval Research Lab Fellowships. The program mission requires an effective and efficient advertising and recruitment program that is distributed widely among U.S. citizens interested in graduate and undergraduate science and technology (S&T) programs. Support is also needed to facilitate the process of collecting application materials, evaluating applicants, and administration of awards made.

The SMART program encompasses undergraduate and graduate students in Science, Technology, Engineering, and Mathematics (STEM) disciplines in U.S. colleges and universities in the following disciplines:

Aeronautical and Astronautical Engineering, Aerospace Engineering
Biosciences, Physiology
Chemical Engineering
Chemistry
Civil Engineering
Cognitive, neural, and Behavioral Sciences, Psychology
Computer and Computational Sciences
Electrical Engineering
Geosciences
Materials Science and Engineering
Mathematics
Operations Research
Mechanical Engineering
Naval Architecture and Ocean Engineering
Oceanography
Physics, Physical Sciences

7. Point(s) of Contact –

Questions of a technical nature can be addressed to:

Deborah Shifflett
Naval Postgraduate School
SMART Scholarship Program Manager
1 University Circle

Monterey CA 93943
Phone: 831-656-3758
Email: dsshiffl@nps.edu

Questions of a business nature shall be directed to the Contract Specialist at FISC-San Diego or to Contracts and Grants Support at the Naval Postgraduate School:

Laura Maxwell
Contract Specialist
FISC San Diego- Naval Postgraduate School
Herrmann Hall Rm #158
Phone: (Comm) 831-656-3143 (DSN) 756-3143
Fax: 831-656-2548
E-mail: lamaxwel@nps.edu

Teri Jay
Contract and Grant Support
Research and Sponsored Programs Office
Naval Postgraduate School
Code 91
Halligan Hall, Bldg. 222
Monterey, CA 93943-5138
(831)656-1044 (voice)
tjay@nps.edu

8. Instrument Type(s) -

Awards may take the form of contracts, grants, or cooperative agreements, as appropriate.

9. Catalog of Federal Domestic Assistance (CFDA) Numbers -

12.300

10. Catalog of Federal Domestic Assistance (CFDA) Titles -

Department of Defense (DoD) Basic and Applied Scientific Research

11. Other Information –

This announcement is restricted to: 1) work relating to basic and applied research and that portion of advanced technology development not related to a specific system or hardware procurement, and 2) development of educational purposes consistent with the curricula/mission of NPS. Contracts, grants and other awards made under this BAA are for scientific study and experimentation directed towards advancing the state-of-the art or increasing knowledge or understanding.

II. AWARD INFORMATION

The government anticipates a single award currently. The anticipated award may take the form of a contract, grant and/or cooperative agreement. The period performance of the award will be four months with possible option periods.

Funding type: Budget Category 6.1

III. ELIGIBILITY INFORMATION

All responsible sources from academia, industry or the non-profit sector may submit proposals under this BAA. Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs) are encouraged to submit proposals and join others in submitting proposals. However, no portion of this BAA will be set aside for HBCU and MI participation.

Federally Funded Research & Development Centers (FFRDCs), including Department of Energy National Laboratories, are not eligible to bid on this BAA.

IV. APPLICATION AND SUBMISSION INFORMATION

Full proposals are required. The format is provided below. Because of the level of effort required for completing a full proposal, potential offerors should consider contacting the points of contact if there are any questions before developing the proposal.

FULL PROPOSALS

Full Proposal Format – Volume 1 - Technical and Volume 2 - Cost Proposal

- Paper Size – 8.5 x 11 inch paper
- Margins – 1” inch
- Spacing – single or double-spaced
- Font – Times New Roman, 12 point
- Copies – If hard copy submission, one(1) original paper copy is required and electronic version (CD-ROM).

Full Proposal Content

Volume 1: Technical Proposal

- **Cover Page:** This should include the words “Technical Proposal” and the following:
 - 1) BAA number;
 - 2) Title of Proposal;
 - 3) Identity of prime Offeror and complete list of subcontractors, if applicable;
 - 4) Technical contact (name, address, phone/fax, electronic mail address)
 - 5) Administrative/business contact (name, address, phone/fax, electronic mail address) and;
 - 6) Duration of effort (differentiate basic effort and any proposed options)
- **Table of Contents:** An alphabetical/numerical listing of the sections within the proposal, including corresponding page numbers.

- **Statement of Work:** A Statement of Work (SOW) clearly detailing the scope and objectives of the effort and the approach. It is anticipated that the proposed SOW will be incorporated as an attachment to the resultant award instrument. To this end, such proposals must include a severable self-standing SOW without any proprietary restrictions, which can be attached to the contract or agreement award. Include a detailed listing of the technical tasks/subtasks organized by year.
- **Project Schedule and Milestones:** A summary of the schedule of events and milestones.
- **Assertion of Data Rights and/or Rights in Computer Software:** For a contract award an Offeror may provide with its proposal assertions to restrict use, release or disclosure of data and/or computer software that will be provided in the course of contract performance. The rules governing these assertions are prescribed in Defense Acquisition Regulation Supplement (DFARS) clauses 252.227-7013, -7014 and -7017. These clauses may be accessed at the following web address: <http://farsite.hill.af.mil/VFDFARA.HTM>. The Government may challenge assertions that are provided in improper format or that do not properly acknowledge earlier federal funding of related research by the Offeror.
- **Deliverables:** A detailed description of the results and products to be delivered inclusive of the timeframe in which it will be delivered.
- **Management Approach:** A discussion of the overall approach to the management of this effort, including brief discussions of the total organization; use of personnel; project/function/subcontractor/subrecipient relationships; government research interfaces; and planning, scheduling and control practice. Identify which personnel and subcontractors/subrecipients (if any) will be involved. Include a description of the facilities that are required for the proposed effort with a description of any Government Furnished Equipment/Hardware/Software/Information required, by version and/or configuration.
- **Other Agencies:** Include the name(s) of any other agencies to which the proposal has also been submitted.

VOLUME 2: Cost Proposal

The Cost Proposal shall consist of a cover page and two parts, Part 1 will provide a detailed cost breakdown of all costs by cost category. Budgets should be annual and summary of all years. Part 2 will provide a cost breakdown by task/sub-task corresponding to the task numbers in the proposed Statement of Work. Options must be separately priced.

Cover Page: The use of the SF 1411 is optional. The words “Cost Proposal” should appear on the cover page in addition to the following information:

- BAA number
- Title of Proposal
- Identity of prime Offeror and complete list of subcontractors, if applicable
- Technical contact (name, address, phone/fax, electronic mail address)
- Administrative/business contact (name, address, phone/fax, electronic mail address) and
- Duration of effort (separately identify basic effort and any proposed options)

Part 1: Detailed breakdown of all costs by cost category by calendar or Government fiscal year:

- Direct Labor – Individual labor category or person, with associated labor hours and unburdened direct labor rates;
- Indirect Costs – Fringe Benefits, Overhead, G&A, COM, etc. (Must show base amount and rate); Note: In accord with Section 8115 of the FY09 Defense Appropriation Act, indirect costs will be reimbursed up to 35% of total cost.
- Proposed Contractor-Acquired Equipment - such as computer hardware for proposed research projects should be specifically itemized with costs or estimated costs. An explanation of any estimating factors, including their derivation and application, shall be provided. Where possible, indicate purchasing method (competition, price comparison, market review, etc...);
- Travel – Number of trips, destination, duration, etc.;
- Subcontract – A cost proposal as detailed as the Offeror's cost proposal will be required to be submitted by the subcontractor. The subcontractor's or subrecipient's cost proposal can be provided in a sealed envelope with the Offeror's cost proposal or will be requested from the subcontractor at a later date;
- Consultant – Provide consultant agreement or other document which verifies the proposed loaded daily/hourly rate;
- Materials - should be specifically itemized with costs or estimated costs. An explanation of any estimating factors, including their derivation and application, shall be provided. Include a brief description of the Offeror's procurement method to be used (Competition, engineering estimate, market survey, etc.);
- Other Directs Costs - particularly any proposed items of equipment or facilities. Equipment and facilities generally must be furnished by the contractor/recipient. (Justifications must be provided when Government funding for such items is sought). Include a brief description of the Offeror's procurement method to be used (Competition, engineering estimate, market survey, etc.);
- Grant Specific Costs – Costs not normally associated with contracts, such as Graduate Assistant tuition, laboratory fees, report and publication costs and;
- Fee/Profit (contract proposals only)

Part 2: Cost breakdown by task/sub-task corresponding to the same task breakdown in the proposed Statement of Work. When options are contemplated, options must be separately identified and priced by task/subtask.

3. Significant Dates and Times –

This announcement will remain open until 15 January 2009 or until replaced by a successor BAA. Proposals may be submitted any time during this period.

4. Submission of Grant Proposals to Grants.gov

Grant proposals may be submitted through Grants.gov or by hard copy. Regardless of whether Grants.gov is used or "hardcopy" submission, the offeror must use the Grants.gov forms from the application package template associated with the BAA on the Grants.gov website. However, it should be noted that "white papers" should not be submitted through Grants.gov Apply process; the only acceptable media will be hard copy. White papers may be submitted in

hard copy (either electronically or paper) directly to the Technical POC identified above. White paper submissions may be either mailed, faxed, or emailed directly to the Technical POCr.

For electronic submission, there are several one-time actions that must be completed in order to submit an application through Grants.gov (e.g., obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the Central Contract Registry (CCR), register with the credential provider, and register with Grants.gov). See www.grants.gov, specifically www.grants.gov/GetStarted.

Use the Grants.gov Organization Registration Checklist at <http://www.grants.gov/assets/OrganizationRegCheck.doc> http://www.grants.gov/applicants/register_your_organization.jsp which will provide guidance through the process. Designating an E-Business Point of Contact (EBiz POC) and obtaining a special password called 'MPIN' are important steps in the CCR registration process. Applicants who are not registered with CCR and Grants.gov, should allow at least 21 days to complete these requirements. It is suggested that the process be started as soon as possible. Additionally, in order to download the application package, applicants will need to install PureEdgeViewer. This small, free program will allow applicants to access, complete and submit applications electronically and securely. For a free version of the software, visit the following website: www.grants.gov/DownloadViewer. If any questions that may arise relating to the registration process, system requirements, how an application form works, or the submittal process must be directed to Grants.gov at 1-800-518-4726 or support@grants.gov.

5. Submission of Late Proposals –

Not Applicable (N/A)

6. Address for the Submission of Hard Copy Full Proposals

Hard copy of full proposals for Contracts and Grants should be sent to the Naval Postgraduate School at the following address:

Naval Postgraduate School
Attn: Research and Sponsored Programs Office
Contract and Grant Support
Code 91
Halligan Hall, Bldg 234
Monterey, CA 93943-5138

NOTE: FULL PROPOSALS SENT BY FAX OR E-MAIL WILL NOT BE CONSIDERED UNLESS APPROVED IN ADVANCE BY THE COGNIZANT NPS PRINCIPAL INVESTIGATOR/PROGRAM OFFICER.

V. EVALUATION INFORMATION

1. Evaluation Criteria –

Award decisions will be based on a competitive selection of proposals resulting from a technical and business plan review. Evaluations will be conducted using the following evaluation criteria:

- 1) Overall technical merits of the proposal;
- 2) Potential relevance and contributions of the effort to the NPS research and/or graduate education mission.
- 3) The offeror's capabilities, related experience, facilities, techniques or unique combinations of these which are integral factors for achieving the proposal objectives;
- 4) The qualifications, capabilities and experience of the proposer and
- 5) The realism of the proposed costs and availability of funds.

For proposed awards to be made as contracts to large businesses, the socio-economic merits of each proposal will be evaluated based on the extent of the Offeror's commitment in providing meaningful subcontracting opportunities for small businesses, small disadvantaged businesses, woman-owned small businesses, HUBZone small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, historically black colleges and universities, and minority institutions.

If options are applicable to the requirement, the Government may evaluate options utilizing any one of the following methodologies:

- (1) Evaluation Exclusive of Options – The Government may evaluate offerors for award purposes by including only the cost for the basic requirement, i.e., options may not be included in the evaluation for award purposes; or
- (2) Evaluation of Options Exercised at Time of Contract Award – Except when determined not to be in the Government's best interests, the Government may evaluate the total cost for the basic requirement together with any option(s) to be exercised at the time of award ; or
- (3) Evaluation of Options – Except when it is determined not to be in the Government's best interests, the Government will evaluate for award purposes by adding the total cost for all options to the total cost for the basic requirement.

The evaluation of options will not obligate the Government to exercise the options at anytime during contract performance.

2. Evaluation Panel -

Technical and cost proposals submitted under this BAA will be protected from unauthorized disclosure in accordance with FAR 3.104-5 and 15.207. The cognizant NPS personnel and other Government experts will perform the evaluation of technical proposals. Cost proposals will be evaluated by Government business professionals. Restrictive notices notwithstanding, one or more support contractors may be utilized as subject-matter-expert technical consultants. Similarly, support contractors may be utilized to evaluate cost proposals. However, proposal selection and award decisions are solely the responsibility of Government personnel. Each support contractor's employee having access to technical and cost proposals submitted in response to this BAA will be required to sign a non-disclosure statement prior to receipt of any proposal submissions.

VI. AWARD ADMINISTRATION INFORMATION

1. Administrative Requirements –

- The North American Industry Classification System (NAICS) code – The North American Industry Classification System (NAICS) code for this announcement is “541710” with a small business size standard of “500 employees”.
- CCR - Successful Offerors not already registered in the Central Contractor Registry (CCR) will be required to register in CCR prior to award of any grant, contract, cooperative agreement, or other transaction agreement. Information on CCR registration is available at <http://www.ccr.gov/QuickRef.aspx>
- Certifications – Proposals for contracts and assistance agreements over \$100,000 should be accompanied by a completed lobbying certification (**see Attachment 1**).
- For contracts, in accordance with FAR 4.1201, prospective contractors shall complete electronic annual representations and certifications at <http://orca.bpn.gov>. The Online Representations and Certifications Application (ORCA) must be supplemented by DFARS, **see Attachment 1** for contract specific representations and certifications.
- Subcontracting Plans - Successful ‘contract’ proposals that exceed \$550,000, submitted by all “but small business concerns”, will be required to submit prior to award a Small Business Subcontracting Plan in accordance with FAR 52.219-9, prior to award.

2. Reporting -

The following are samples of data deliverables that are typically required under a research effort or education initiative:

- *Technical and Financial Progress Reports
- *Presentation Materials
- *Final Report

Additional data deliverables may be proposed and finalized during negotiations. Research or education initiatives performed under contracts may also include the delivery of software, prototypes, and other hardware deliverables.

VII. OTHER INFORMATION

1. Government Property/Government Furnished Equipment (GFE) and Facilities

Each proposer must provide a very specific description of any equipment/hardware that it needs to acquire to perform the work. This description should indicate whether or not each particular piece of equipment/hardware will be included as part of a deliverable item under the resulting award. Also, this description should identify the component, nomenclature, and configuration of the equipment/hardware that it proposes to purchase for this effort. The purchase on a direct reimbursement basis of special test equipment or other equipment that is not included in a deliverable item will be evaluated for allowability on a case-by-case basis. Maximum use of Government integration, test, and experiment facilities is encouraged in each of the Offeror’s proposals.

Government research facilities and operational military units are available and should be considered as potential government-furnished equipment/facilities. These facilities and resources are of high value and some are in constant demand by multiple programs. It is unlikely that all facilities would be used for any one specific program. The use of these facilities and resources will be negotiated as the program unfolds. Offerors should explain as part of their proposals which of these facilities are critical for the project's success..

2. Security Classification

In order to facilitate intra-program collaboration and technology transfer, the Government will attempt to enable technology developers to work at the unclassified level to the maximum extent possible. If access to classified material will be required at any point during performance, the Offeror must clearly identify such need prominently in its proposal.

3. Use of Human Subjects in Research

Proposals for research involving human subjects the Offeror must submit prior to award: documentation of approval from an Institutional Review Board (IRB); IRB-approved informed consent form; IRB-approved research protocol; an executive summary of planned research (one-half to one page in length); proof of completed human research training (e.g., training certificate, institutional verification of training, etc.); an application for a DoD Navy Addendum to the Offeror's DHHS-issued Federal Wide Assurance (FWA) or the Offeror's DoD Navy Addendum number. The forms for assurance applications can be found at http://www.hhs.gov/ohrp/assurances/assurances_index.html/ If the research is determined by the IRB to be greater than minimal risk, the Offeror also must provide the name and contact information for the independent medical monitor. [Note: for research involving human subjects that is greater than minimal risk, administrative procedures to protect human subjects from medical expenses (not otherwise provided or reimbursed) that are the direct result of participation in a research project must be addressed.

4. Recombinant DNA

Proposal which call for experiments using recombinant DNA must include documentation of compliance with Department of Human and Health Services (DHHS) recombinant DNA regulations, approval of the Institutional Biosafety Committee (IBC), and copies of the DHHS Approval of the IBC letter.

5. Department of Defense High Performance Computing Program

The DoD High Performance Computing Program (HPCMP) furnishes the DoD S & T and DT & E communities with use-access to very powerful high performance computing systems. Awardees of FISC contracts, grants, and assistance instruments may be eligible to use HPCMP assets in support of their funded activities if Technical Program Officer approval is obtained and if security/screening requirements are favorably completed. Additional information and an application may be found at <http://www.hpcmo.hpc.mil/>.

6. Organizational Conflict of Interest

The parties acknowledge that, during performance of the contract resulting from this BAA, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information

includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of NPS. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

ATTACHMENT 1:

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Fleet & Industrial Supply Center relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT PROJECT NAME	PR/AWARD NUMBER AND / OR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (R&D Contracts)

NAME OF OFFEROR (Firm or Organization) _____

OFFEROR DUNS NUMBER _____

Proposal Title

Proposal Number and/or Date

The above referenced proposal was submitted in response to: (select one)

_____ The NPS Broad Agency Announcement (BAA) #07-004 for Science, Math, and Research for Transformation (SMART) Defense Education Program at Naval PostGraduate School in FedBizOpps on 31 July 2007.

_____ Other BAA/Solicitation/Announcement (list solicitation no., title, and data of issuance):

K.1 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (JUL 2006)

As prescribed in FAR part 4.1104, use the following clause:

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

K.2. FAR 52.215-20 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) *Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**K.3 FAR 52.227-7 PATENTS -- NOTICE OF GOVERNMENT LICENSEE
(APR 1984)**

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is _____ [Contracting Officer fill in], and the royalty rate is _____ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

- Owner
 Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

**K.4. FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND
CERTIFICATION (JUN 2000)**

*Note: This notice does not apply to small businesses or foreign governments.
This notice is in three parts, identified by Roman numerals I through III.*

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by **checking the box below**. **Checking the box below** shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

ALTERNATE I (APR 1996)

(5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (**check one and complete**):

(i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official:

Where Disclosure Statement is Filed:

K.5. DFARS 252.204-7004 ALTERNATE A (NOV 2003)

As prescribed in [204.1104](#) , substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor’s CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

K.6. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) *Definitions.* As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) "Significant interest" means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

K.7. DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

(a) Definitions. As used in this provision—

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

(End of provision)

K.8. DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

As prescribed in 225.7605, use the following provision:

(a) Definitions. As used in this provision—

(1) “Foreign person” means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in 50 U.S.C. App. 2415(2) and means—

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

**K.9. DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE
PREVIOUSLY DELIVERED TO THE GOVERNMENT
(JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify:

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government’s rights to use or disclose the data or

software, including, when applicable, identification of the earliest date the limitations expire.

K.10. DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by **checking the appropriate blank** in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause (DFARS 252.247-7023) of this solicitation.

(b) Representation.

The Offeror represents that it --

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K.11. Standard Form-LLL, "Disclosure of Lobbying Activities" which can be retrieved at [http://contacts.gsa.gov/webforms.nsf/0/E0F5394ACA9DDC4085256A3E005C7420/\\$file/sflllin.pdf](http://contacts.gsa.gov/webforms.nsf/0/E0F5394ACA9DDC4085256A3E005C7420/$file/sflllin.pdf)

If applicable in accordance with subparagraph (b)(2) of provision 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Found in ORCA), Standard Form-LLL has been completed in accordance with its instructions and is returned herewith.

SIGNATURE

By signature hereto, or to an offer incorporating these representations and certifications, the offeror certifies that they are accurate, current, and complete and that he is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statement in offers.

Date Name of Contractor

Authorized Signature

Typed or Printed Name

Title