

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING ..		PAGE 1	OF PAGES 42
2. CONTRACT NO.		3. SOLICITATION NO. ED-00-R-0016		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/03/2000	
				6. REQUISITION/PURCHASE NO. EDNEGP-00-000039			
7. ISSUED BY Contracts and Purchasing Opr., Group D U.S. Dept. of Education, Rm 3616, ROB-3 Seventh and D Streets SW Washington, DC 20202-4447				8. ADDRESS OFFER TO (If other than Item 7) CODE cpod			

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 in See Block 8 until 2:00 PM local time Apr 4, 2000
(Hour) (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 Nadine S. Kim NSK	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 260-1679
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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 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	

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)			17. SIGNATURE
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.			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.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
0001	To provide media and teleconference services.	1	EA	_____.	_____.

This procurement limits competition to a Set
Aside for Small Businesses only.

END OF SECTION B

SECTION B

B.1. 216-70

AWARD FEE (APR 1984)

The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan. The Government will determine the amount of award fee every 12 months beginning with 12 months after the award date. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

B.2. 301-10

PROVISION FOR PRICING AND PAYMENT (ALTERNATE I)(AUGUST 1985)

The total fixed price of this contract is _____ Payment of that amount shall be made in accordance with the incorporated General Provision entitled "Payments" or "Payments under Fixed-Price Research and Development Contracts," whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified.

B.3. Award Fee

The award fee is \$_____ based upon the Quality Assurance Surveillance Plan (See Attachment B).

B.4. Progress Payment

Payment will be made based on the delivery and acceptance of the deliverables set forth in the Statement of Work.

(End of Section)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. 302-2

SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, See Attachment A This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

(End of Section)

SECTION D
PACKAGING AND MARKING

D.1. 303-1

SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Ship deliverable items to:

National Education Goal Panel
1255 22nd Street, NW, Suite 502
Washington, DC 20037-7590

(c) Mark deliverables for: _____

(End of Section)

SECTION E
INSPECTION AND ACCEPTANCE

E.1. 304-1a

INSPECTION AND ACCEPTANCE (APRIL 1984)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer.

Inspection and acceptance will be performed at:

Contracts and Purchasing Opr., Group D
U.S. Dept. of Education, Rm 3616, ROB-3
Seventh and D Streets SW
Washington, DC 20202-4447

(End of Section)

SECTION F
DELIVERIES OR PERFORMANCE

F.1. 305-4

PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from 05/01/2000 to 04/30/2001 with 4 Option years, inclusive of all specified deliveries and/or task work.

F.2. 305-6

DELIVERABLES (MARCH 1986)

All deliverables shall be submitted in accordance with the kinds, quantities and dates indicated in the attached Statement of Work.

(End of Section)

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. 306-1a

INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION
(ALTERNATE I)(MAY 1999)

(A) Payments shall be rendered in accordance with the payments clause(s) of the incorporated contract clause section and with those otherwise specified rated or fixed price amounts.

(B) The contractor shall submit the original and one copy of the invoice or contract financing request to the Designated Billing Office.

LaShawn Pettaway
Contracts and Purchasing Opr., Group D
U.S. Dept. of Education, Rm 3616, ROB-3
Seventh and D Streets SW
Washington, DC 20202-4447

NOTE: Invoices or contract financing requests must be sent to the designated billing office indicated above.

The DELIVERABLES must be included in each invoice .

G.2. 306-2

ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY
(JANUARY 1989)

(A) The contractor shall request written authorization from the contracting officer before acquiring any contractually necessary property to which the Government will have title. The request shall include complete descriptions of all individual items which will exceed \$1,000 in cost, including:

- (a) a brief statement of function;
- (b) manufacturer and manufacturer's brand name, model or part number;
- (c) vendor and its proposed price;

(B) Management of government property in the possession of the contractor shall be in accordance with FAR Part 45. The contractor shall provide an annual report of total property acquisition cost, as required by FAR 45.505-14.

G.3. 306-20

ALLOWANCE OF PROGRESS PAYMENTS (OCTOBER 1986)

Progress payments shall be allowed, subject to submission of related proper invoices. These payments shall be made in accordance with the clause entitled "PROGRESS PAYMENTS" at FAR 52.232-16, as incorporated herein by reference.

G.4. 306-5

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
(APRIL 1986)

(a) The Contracting Officer's Technical Representative (COTR) is

SECTION G
CONTRACT ADMINISTRATION DATA

responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer.

(b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COTR. No such changes shall be made without the written authorization of the Contracting Officer.

(c) The COTR's name and address:

The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR, will be provided to the Contractor by the contracting Officer in writing.

G.5. 306-8

CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration.

(End of Section)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1. 301-20

PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES
(FEB 1995)

The contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract.

H.2. 307-17

ORGANIZATIONAL CONFLICTS OF INTEREST
(ED 307-17) (APRIL 1984)

(A) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(B) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

(D) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (D).

H.3. 307-19

REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the

SECTION H
SPECIAL CONTRACT REQUIREMENTS

Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H.4. 307-2

KEY PERSONNEL DESIGNATION (MARCH 1985)

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed:

H.5. 307-3

DUAL COMPENSATION (MARCH 1985)

If a project staff member, subcontractor, or consultant is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.

H.6. 307-30

SUBMISSION OF MANDATORY INFORMATION FOR ELECTRONIC
FUNDS TRANSFER PAYMENT (SEPTEMBER 1997)

(a) FAR clause 52.232-33, Mandatory Information for Electronic Funds Transfer Payments, requires the Contractor to submit information needed for payment by EFT to the payment office. The Government intends to use the ACH method for EFT payments, so the Contractor does not need to submit the information prescribed in subsection (d)(5) of that clause unless otherwise requested by the Government. If information previously submitted to the payment office for another contract will also apply to this contract, the Contractor may inform the payment office in lieu of resubmitting the information. If the information submitted will apply to multiple contracts, the Contractor shall identify which contracts are covered.

(b) The payment office may have access to financial information from the Central Contractor Registration system or from records related to another contract between the Department of Education (ED) and the Contractor. The Contractor agrees that the Government may use such information to pay an invoice or payment request under this contract, unless, at least one week prior to the Contractor's submission of the invoice or payment request, the payment office has received from the Contractor--

- (1) The information required by FAR clause 52.232-33, Mandatory Information for Electronic Funds Transfer Payments, OR
- (2) A written notification that payments under this contract should not be made using information from the Central Contractor Registration system or from information that

SECTION H
SPECIAL CONTRACT REQUIREMENTS

the Contractor submitted under another contract with the
Department of Education (ED).

(c) The Contractor shall submit the information and notices required by this clause and FAR clause 52.232-33, Mandatory Information for Electronic Funds Transfer Payments to the payment office at the following address:

Vendor Payment Information
U.S. Department of Education
OCFO/CPO/Support Services Group
Room 3616, ROB-3
600 Independence Ave., SW.,
Washington, DC 20202-4443

H.7. 307-31

YEAR 2000 COMPLIANCE (NOVEMBER 1997)

(a) Each hardware, software, and firmware product delivered or developed under this contract must be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(b) If the contract requires that specific hardware, software, and firmware products must perform as a system, then the requirements of paragraph (a) of this clause shall apply to those products as a system.

(c) With respect to Government-furnished property, the requirements of paragraph (a) of this clause shall apply only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the requirements of paragraph (a) of this clause shall extend to the modification or other work.

(d) The requirements of paragraph (a) of this clause do not apply to products specified by the Government on a "brand name and model" basis, unless the product was designed or produced by the contractor or one of its affiliates.

H.8. 307-8

PAYMENT OF PRINTING TO BE PERFORMED BY THE
GOVERNMENT PRINTING OFFICE (APRIL 1992)

The General Provisions of this contract set forth the Department's policy regarding printing to be performed in order to meet the terms of the contract. Should the services of the Government Printing Office (GPO) be required, the contractor shall request to the Department of Education to requisition those, subject to the contractor's provision of a completed SF-1, Printing and Binding Requisition to the Public Printer. Payment to the GPO shall be made directly by the Department and charged to the Contract.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.9. 316-1

ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at <http://ocfo.ed.gov/coninfo/clibrary/software.htm>.

(a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual "Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary

SECTION H
SPECIAL CONTRACT REQUIREMENTS

circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

H.10. 317-1

ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999)
The acquisition and management of Federal Information Processing (FIP) resources shall be conducted in a manner that ensures access to computer and telecommunications products and services by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition, management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in Section 508 of the the Workforce Investment Act of 1998, P.L. 105-220; Telecommunications Act of 1996, P.L. 104-104 February 1996, 110 Stat. 56; and in the Telecommunications Accessibility Enhancement Act, P.L. 100-542 October 1988.

FIP resources required under this contract include computer accommodation and information accessibility where the goal is to ensure full access, integration, and continuity of support to all individuals, including individuals with disabilities. "Computer accommodation" means the acquisition or modification of FIP resources to minimize the functional limitations of individuals with disabilities so as to promote productivity and provide access to work-related or public information resources. "Individuals with disabilities" are individuals with limitations of vision, hearing, speech and/or mobility. The contractor shall ensure that FIP resources are equally provided to all individuals, including individuals with disabilities.

H.11. 52.217-8

OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than

SECTION H
SPECIAL CONTRACT REQUIREMENTS

once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

H.12. 52.217-9

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(d) There are four Optional Periods of Performance as follows:

Option Period I	12 Months after the awarded date
Option Period II	12 Months after the Option Period I
Option Period III	12 Months after the Option Period II
Option Period IV	12 Months after the Option Period III

(End of clause)

H.13. 52.237-3

CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

(End of clause)

H.14. 52.239-1

PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

H.15. Performance-Based Quality Assurance Surveillance Plan

The work performed on this Contract is subject to an Annual Evaluation by Panel consisting of Department of Education employees. The following Quality Assurance Plan Standards are written at the level of "Acceptable" performance. The Standards will allow the Government to make an objective assessment of the Contractor's performance based on the quality, completeness, and timeliness of its technical work. The "Rating Elements and Standards of Performance for Key Deliverables" in the Quality Assurance Surveillance Plan is to be utilized as the standards for performance under the contract.
See Attachment B

(End of Section)

SECTION I
CONTRACT CLAUSES

I.1. 3452.202-1
DEFINITIONS (AUG 1987)
(Reference)

I.2. 3452.227-71
PAPERWORK REDUCTION ACT (AUG 1987)
(Reference)

I.3. 3452.242-73
ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH
DISABILITIES
(Reference)

I.4. 52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409)

(The following clause shall apply if the offeror did not propose facilities capital cost
of money in its offer.)

I.5. 52.215-17
WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(Reference)

(The following clause shall apply as prescribed in FAR 22.202.)

I.6. 52.222-3
CONVICT LABOR (AUG 1996)
(Reference 22.202)

(The following clause shall apply as prescribed in FAR 22.8.)

I.7. 52.222-26
EQUAL OPPORTUNITY (FEB 1999)
(Reference)

(The following clause shall apply as prescribed in FAR 22.1308.)

I.8. 52.222-35
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(APR 1998)
(Reference 22.1308)

(The following clause shall apply as prescribed in FAR 22.1408.)

I.9. 52.222-36
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference)

(The following clause shall apply as prescribed in FAR 22.1308(b). NOTE: the reports
required by the following clause shall be submitted to OASVET (VETS-100); U.S. Department
of Labor; 200 Constitution Ave., NW; Washington, DC 20210.)

SECTION I
CONTRACT CLAUSES

I.10. 52.222-37
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(JAN 1999)
(Reference)

(The following clause shall apply as prescribed in FAR 25.109.)

I.11. 52.225-3
BUY AMERICAN ACT--SUPPLIES (JAN 1994)
(Reference 25.109)

I.12. 52.225-11
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
(Reference)

I.13. 52.232-1
PAYMENTS (APR 1984)
(Reference 32.111)

I.14. 52.232-8
DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
(Reference 32.111)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

I.15. 52.232-9
LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 32.111)

I.16. 52.232-11
EXTRAS (APR 1984)
(Reference 32.111)

I.17. 52.232-23
ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)

I.18. 52.232-25
PROMPT PAYMENT (JUN 1997)
(Reference)

(Unless specified elsewhere, the information required by the following clause must be submitted prior to award.)

I.19. 52.232-34
PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)
(Reference)

I.20. 52.233-1 I
DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)
(Reference)

I.21. 52.233-3
PROTEST AFTER AWARD (AUG 1996)

SECTION I
CONTRACT CLAUSES

(Reference 33.106)

- I.22. 52.242-15
STOP-WORK ORDER (AUG 1989)
(Reference 42.1305)
- I.23. 52.243-1 I
CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)
(Reference 43.205)
- I.24. 52.246-4
INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)

(The following clause shall apply if designated.)

- I.25. 52.247-29
F.O.B. ORIGIN (JUN 1988)
(Reference 47.303-1)

(The following clause shall apply if designated.)

- I.26. 52.247-34
F.O.B. DESTINATION (NOV 1991)
(Reference 47.303-6)
- I.27. 52.248-1
VALUE ENGINEERING (MAR 1989)
(Reference 48.201)
- I.28. 52.248-1 III
VALUE ENGINEERING (MAR 1989)--ALTERNATE III (APR 1984)
(Reference 48.201)
- I.29. 52.249-4
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
(APR 1984)
(Reference 49.502)
- I.30. 52.253-1
COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53-111)
- I.31. 52.252-2a
CLAUSES INCORPORATED BY REFERENCE
The addresses referred to in clause 52.252-2 for electronic access
to the full text of clauses are: <http://www.arnet.gov/far> for FAR
clauses and <http://ocfo.ed.gov/coninfo/edar.htm> for EDAR clauses.

(End of Section)

SECTION J
LIST OF ATTACHMENTS

J.1. 309-1a

LIST OF ATTACHMENTS (APRIL 1984)

Attachment A: Statement of Work

Attachment B: Quality Assurance Surveillance Plan

Attachment C: Past Performance

(End of Section)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
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K.1. 310-1

REPRESENTATION AUTHORITY (MARCH 1985)

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

(Name of Offeror) (RFP No.)

(Signature of (Date)
Authorized Individual)

(TYPED NAME OF AUTHORIZED INDIVIDUAL)

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

The Representations and Certifications must be executed by an individual authorized to bind the offeror.

K.2. 310-10

GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at ED or update all outdated information on file.

(A) Contractor's Name: _____

(B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(C) Telephone Number: _____

(D) Individual(s) to contact re this proposal: _____

(E) Cognizant Government:

Audit Agency: _____

Address: _____

Auditor: _____

(F) (1) Work Distribution for the Last Completed Fiscal

Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$_____

Government fixed-price prime contracts
and subcontracts: \$_____

Commercial Sales: \$_____

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Total Sales: \$ _____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$ _____

Total Sales for Second Preceding Fiscal Year \$ _____

(G) Is company an ED rate entity or division?

If a division or subsidiary corporation, name parent company:

(H) Date Company Organized: _____

(I) Manpower:

Total Employees: _____

Direct: _____

Indirect: _____

Standard Work Week (Hours): _____

(J) Commercial Products: _____

(K) Attach a current organizational chart of the company.

(L) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____

Has your cost estimating system been approved by any Government agency? Yes _____ No _____

If yes, give name and location of agency: _____

Has your cost accumulation system been approved by any Government agency? Yes _____ No _____

If yes, give name and address of agency: _____

(M) What is your fiscal year period?

(Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis Allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____
Other	_____	_____

(N) Have the proposed indirect cost rate(s) been evaluated and

accepted by any Government agency? Yes _____ No _____

If yes, name and location of the Government agency:

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Date of last pre-award audit review by a Government agency:

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(O) Cost estimating is performed by:

Accounting Department: -----

Contracting Department: -----

Other (describe) -----

(P) Has system of control of Government property been approved by a Government agency? Yes ----- No -----

If yes, name and location of the Government agency:

(Q) Purchasing Procedures:

Are purchasing procedures written? Yes ----- No -----

Has your purchasing system been approved by a Government agency? Yes ----- No -----

If yes, name and location of the Government agency:

(R) Does your firm have an established written incentive

compensation or bonus plan? Yes ----- No -----

K.3. 310-16

POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former Education Department (ED) employee who, while working for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

K.4. 310-6

DUPLICATION OF COST (MARCH 1985)

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

K.5. 52.204-3

TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the

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offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

(End of provision)

K.6. 52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided

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immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

K.7. 52.215-6

PLACE OF PERFORMANCE BUSINESS (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /_____ intends, / _____ , does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

(End of provision)

K.8. 52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8743

(2) The small business size standard is \$5,000,000

(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) Representations. (1) The offeror represents as part of its offer that it /_ / is, /_ / is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it /_ / is, /_ / is

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not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it /_ / is, /_ / is not a women-owned small business concern.

(c) Definitions.

"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 in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.9. 52.222-21

PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, 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, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees 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

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facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

K.10. 52.222-22

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

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;

(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.11. 52.222-25

AFFIRMATIVE ACTION COMPLIANCE (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.12. 52.223-6

DRUG-FREE WORKPLACE (JAN 1997)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract

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performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or

(c) of this clause may, pursuant to FAR 23.506, render the Contractor

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subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

K.13. 52.225-1

BUY AMERICAN CERTIFICATE (DEC 1989)

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.

(End of provision)

(End of Section)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. 307-1

ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the work statement or specification),
- (b) representations and other instructions,
- (c) contract clauses (Section I)
- (d) any incorporated documents, exhibits, or attachments, excluding the work statement or specifications, and
- (e) work statement or specifications.

L.2. 311-1

TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a Firm Fixed Price plus Award Fee type contract from this solicitation.

L.3. 311-2

GENERAL INSTRUCTIONS (APRIL 1999)

The following instructions establish the acceptable minimum requirements for the format and content of proposals:

Your special attention is directed to the requirements for technical and business proposals and past performance report to be submitted in accordance with these instructions. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Copies of general provisions may be obtained by contacting the Contracting Officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included.

The proposal must be prepared in three parts:

A "Technical Proposal," "Business Proposal," and a "Past Performance Report." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. The proposal must be signed by an official authorized to bind your organization. You must submit an original and _____ copies of your technical proposal and an original and _____ copies of your business proposal and an original and one copy of your past performance report to:

U.S. Department of Education
Contracts and Purchasing Operations
GSA-NCR Building, Rm. 3616
7th & D Streets, S.W.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Washington, D.C. 20202-4443

Hand-carried proposals must be delivered by entering through the 'D' Street entrance of the building and stopping at the Guard's Desk. Offerors are directed to call Contracts and Purchasing Operations at 708-8191 (if no answer is received at this number please call the number listed under clause 311-6). Offerors should indicate for which RFP number they are submitting a proposal and should have proper identification. Offerors will be required to sign in and be escorted to Contracts and Purchasing Operations where the proposal will be officially received. Offerors should consider this delay in meeting the time specified for proposal receipt.

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M (if applicable) of this request for proposals. Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content.

It is understood that your proposal will become part of the official contract file. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. The RFP and all of the attachments including the Statement of Work will be available on the OCFO Web Site from the Contract Information/Contract Documents On-Line Page. The Internet address is <http://ocfo.ed.gov>. For technical questions on the OCFO Web Site, call Gary Weaver at 202/401-0083.

L.4. 311-3

TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.

The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks. You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished.

The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience,

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

and specific requirement related or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included.

The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.

The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.

The technical proposal must be prepared and submitted in the following format:

The technical proposal should not exceed 40 pages in length using a font no smaller than 10 point, and should be stapled or in a loose leaf binder to ensure that pages are not lost or misplaced. In addition, it should be organized in the following sections: Table of Contents, Introduction, General Approach, Statement of Work, Project Management, Qualifications and availability of project personnel, and Corporate Experience. Specific requirements for each section are discussed in greater detail in the following paragraphs.

1. Table of contents.
2. Introduction - This section should present the offeror's conceptualization of how they will approach the tasks to be completed.
3. Work statement - The offeror shall organize by task and subtask descriptions of the work to be performed and the methods to be used.
4. Management, staffing and scheduling - Offerors should list the key personnel proposed, their proposed responsibilities, percentage of time each is committed to the project and other contractual obligations for each during the course of this award.
5. Qualifications and availability of project personnel - Except for clerical staff a 2 page resume should be provided for each project personnel. This should include professional background, specializations, degrees and relevant professional experience.
6. Corporate experience - This should include past and current experience in conducting media relations and teleconferences.

These 40 pages in length exclude any other supplements to technical proposals such as resumes, charts, samples of past performance, and cover page.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.5. 311-4

BUSINESS PROPOSAL INSTRUCTIONS (MAY 1993)

The offeror(s) business proposal must contain the following information. This RFP may contain additional RFP-specific business proposal instructions elsewhere in Section L or in Section J.

A. Standard Form 33, "Solicitation, Offer and Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors or Quoters of Section K" must be properly filled out and signed by an official authorized to bind the offeror. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP.

B. A detailed task-by-task cost proposal - The cost proposal must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amount and to otherwise meet, if necessary, the requirements for certified cost or pricing data under FAR 15.408.

All elements contributing to cost, including categories and amounts of labor, materials, indirect costs or overheads, travel, computer time, etc., shall be treated thereunder in accordance with the instructions contained in Table 15-2 of FAR 15.408 and supportive data for those also attached as required.

Other cost proposal considerations:

- (1) The cost for individual elements, such as analytical studies, reports, etc., shall be itemized by tasks.
- (2) The estimated costs of each period or phase shall be itemized. Within each period or phase, the estimated costs for each task of the statement of work shall be itemized.
- (3) In addition to the required hard copy, offerors are encouraged to submit cost and pricing data in Lotus 1-2-3 or Excel readable spreadsheet Format. This will facilitate the Government's analysis and evaluation of your cost proposal.

C. Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts;

If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to acquire the item with your own funds. The description shall include the following elements for individual items which will exceed \$1,000 in cost:

- (1) A brief statement of function;
- (2) manufacturer and manufacturer's brand name, model or part number; and
- (3) vendor and its proposed price.

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract.

D. Other Administrative Details:

- (1) The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations.
- (2) Block 12 of Standard Form 33 must contain a Statement to the effect that your offer is firm for a period of at least 90

calendar days from the date of receipt of offers specified by the Government.

E. Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following:

- (1) The offeror's financial capability; including detail for the accounting system and controls employed by the offeror;
- (2) the offeror's capability to meet delivery or performance schedules;
- (3) the offeror's record of past performance, including a listing of references with contract and grant numbers and the addresses and phone business.
- (4) the offeror's record of business integrity;
- (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them;
- (6) the offeror's possession of necessary facilities; or the ability to obtain them;
- (7) the offeror's compliance with subcontract requirements; and
- (8) any other special considerations involved in the acquisition.

NOTE: THESE DESCRIPTIONS AND STATEMENTS SHOULD ALSO BE INCORPORATED IN THE TECHNICAL PROPOSAL, AS CONDUCTIVE OF SEPARATE EXAMINATION BY THE TECHNICAL EVALUATORS DURING THE PROCESS OF TECHNICAL EVALUATION.

1. It is requested that the proposal contain a detailed budget. This would include a monthly budget and a line item budget.
2. The line item budget will be used to measure performance and the timeliness of deliverables.
3. The itemized budget should include documentation of overhead costs.

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4. All indirect cost rates should be clearly specified for the bidder.

5. Costs for any subcontractors should be separately itemized with indirect cost rates speci

(The proposal should be stapled or in a loose leaf binder to ensure that pages are not lost misplaced.)

L.6. 311-5

FORMS CLEARANCE PROCESS (MARCH 1986)

Reference is made to the General Provision entitled "Paperwork Reduction Act." If the contractor has proposed the use of any plan, questionnaire, interview guide or other similar device which calls either for answers to identical questions from ten or more persons other than Federal employees or information from Federal employees which is outside the scope of their employment, any of which is to be used by the Federal Government or disclosed to third parties, clearances from the Deputy Under Secretary for Management or his/her delegate within the Department of Education and the Office of Management and Budget shall first be obtained. Those should be expected to take at least 120 days together. Offerors' proposals shall accordingly reflect that 120 day period in proposal timelines if the Paperwork Reduction Act is applicable.

L.7. 311-6

CLARIFICATION QUESTIONS (APRIL 1998)

Offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. Questions may be submitted via E-Mail, fax or regular mail to:

Nadine_Kim@ed.gov

Isadora_Binder@ed.gov

ED will accept clarification questions until fifteen days after the issuance of the RFP. After this date ED does not guarantee that a response will be given. Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

L.8. 311-7

PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986)

It is hereby provided that the evaluation factors for award under Section M herein shall not be modified except by a formal amendment to this solicitation and that no factors other than those set forth in that section shall be used in the evaluation of the technical proposals.

L.9. 311-9

COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998)

Small Business Comments are Important:

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The Small Business and Agriculture Regulatory Enforcement Ombudsman and 10 Regional Fairness Boards were established to receive comments from small businesses about federal agency enforcement actions. The Ombudsman will annually evaluate the enforcement activities and rate each agency's responsiveness to small business. If you wish to comment on the enforcement actions of the U.S. Department of Education, call 1-888-REG-FAIR (1-888-734-3247).

L.10. 314-1

PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major subcontractors. Major, as defined here and in the remainder of sections L and M regarding past performance, is any subcontractor that is subcontracted for a minimum of 25% of the total contract amount. Each major subcontractor shall identify the name of the prime contractor on each of its past performance forms. If the offeror has no relevant corporate or organizational past performance, the offeror may substitute past performance of a predecessor company or of the offeror's management or proposed key personnel who have relevant experience.

A. Each offeror shall submit information about its most recent four contracts, completed in the last three years or currently in process, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation. If the offeror's last four similar contracts are all currently in process, submit the last three similar contracts currently in process, and the most recent similar contract completed within the last three years. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Include the following information for each contract and subcontract:

1. Identification
 - a. Name of the contracting activity
 - b. Program title or product name
 - c. Contract number
 - d. Contract type
 - e. Period of performance, including all option periods
 - f. Contract Value:
 - (1) Initial projected total contract amount including all option periods
 - (2) Final or current projected total contract amount including all option periods
 - g. Points of Contact
 - (1) Contracting officer and telephone and fax number and e-mail address (if known)
 - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)

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- (3) Program manager, COTR or technical officer
and telephone and fax number and e-mail
address (if known)
2. Work performed and relevance
 - a. Brief synopsis of work performed
 - b. Brief discussion of how the work performed is
relevant to the statement of work in this
solicitation
 - c. Brief, specific examples of the offeror's high
quality performance
3. If any of the listed contracts are award-fee or incentive
contracts, include a table showing fees awarded and the
minimum and maximum available fee for each period.
4. Paragraph E. below requires you to send a copy of the
"Contractor Information Form" to each of your references.
In your past performance report, include:
 - a. The date you sent the "Contractor Information
Form" to each reference.
 - b. How you sent it (e.g., fax, mail, express delivery
service, courier, e-mail, etc.).
 - c. To whom you sent it including telephone and fax
number and e-mail address (if known).

B. The offeror may provide information on problems encountered on
the contracts and subcontracts identified in A above and corrective
actions taken to resolve those problems. Other than the information
requested in A above, offerors should not provide general information
on their performance on the identified contracts. General performance
information will be obtained from the references.

C. Offerors should understand the difference between experience and
past performance. Experience reflects the offeror's capability of
performing a requirement. Past performance reflects how well it has
performed similar requirements. In assessing past performance, the
quality of the offeror's past performance is of primary significance,
not the quantity of previous contracts performed. An offeror's
experience will be evaluated in the technical proposal. For further
guidance on including information on experience or how experience will
be evaluated refer to the technical proposal instructions and
evaluation criteria.

D. The offeror may describe any quality awards or certifications that
indicate the offeror possesses a high-quality process for developing
and producing the product or service required. Such awards or
certifications include, for example, the Malcolm Baldrige Quality
Award, other government quality awards, and private sector awards or
certifications(e.g., the automobile industry's QS 9000, Sematech's
SSQA, or ANSI/EIA-599).

Identify which segment of the company (one division or the entire
company) received the award or certification. Describe when the award
or certification was bestowed. If the award or certification is over

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three years old, present evidence that the qualifications still apply. Information about awards will be considered in evaluation of each of the past performance subfactors described in Section M. The offeror may describe how the award relates to one or more of the subfactors.

E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it to the contracting officer as prescribed on the form. Completed forms from references are due 10 calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.

F. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The "Contractor Performance Information" form identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received in the evaluation of the offeror's past performance.

L.11. 52.215-16

FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

(If the provision at FAR 52.215-1 I is incorporated into this Request for Proposal, the offeror is not required to provide the information requested in this provision until and unless they are requested to submit a Final Proposal Revision. Should the offeror be requested to submit a Final Proposal Revision, the information required by this provision must be submitted concurrently with the offeror's Final Proposal Revision.)

L.12. 52.232-38

SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information

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that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

(End of Section)

SECTION M
EVALUATION FACTORS FOR AWARD

M.1. 312-2

EVALUATION FACTORS FOR AWARD (FEB 1996)

(A) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, has no deficiencies (as defined in FAR 15.301) and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, price will be a substantial factor in source selection, however quality factors (including technical merit and past performance), considered together, are significantly more important than cost or price. The contracting officer will determine whether the difference in quality is worth the difference in cost or price.

(B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).
2. Past performance subfactors:
 - a. Quality of Product or Service - compliance with contract requirements - accuracy of reports - appropriateness of personnel - technical excellence.
 - b. Problem Resolution - anticipates and avoids or mitigates problems - satisfactorily overcomes or resolves problems - prompt notification of problems - pro-active - effective contractor-recommended solutions.
 - c. Cost Control - within budget - current, accurate and complete billings - costs properly allocated - unallowable costs not billed - relationship of negotiated costs to actual - cost efficiencies.
 - d. Timeliness of Performance - meets interim milestones - reliable - stays on schedule despite problems - responsive to technical direction - completes on time, including wrap-up and contract administration - no liquidated damages assessed.
 - e. Business Relations - effective management - use of performance-based management techniques - business-like concern for the customer's interests - effective management and selection of subcontractors - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily litigious.
 - f. Customer Service - understands and embraces service and program goals - team approach with the customer - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service

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strategies.

Bonus Rating--Where the offeror has demonstrated an exceptional performance level in any of the above six subfactors, the contracting officer may give additional consideration for that factor. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance level of "excellent."

3. Past performance evaluation will be based on information obtained from the awards and references listed in the offeror's proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors, and key personnel records. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. The contracting officer will give greater consideration to information about an offeror's past performance that the contracting officer considers either more reliable or more relevant to the effort required by this solicitation.
4. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement.
5. An offeror will be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. Prompt corrective action in an isolated instance might not outweigh an overall negative trend.
6. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably credit.

(C) Technical Evaluation Criteria: In accordance with the technical evaluation criteria, technical solutions that exceed any mandatory minimums will be given appropriate evaluation credit.

Criteria

MEDIA SERVICES/TELECONFERENCE:

A. Experience and Qualifications of the Staff (Maximum Points: 40)

A successful track record of directing satellite teleconferences from their planning stage to completion with follow up reporting and communicating complex public policy issues and making technical information highly accessible to the media and the general public.

B. Quality of Technical Approach and Understanding of Requirements

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(Maximum Points 40)

1. Established, senior-level contacts with media decision-makers needed to make and shape news and public opinion and education policy leaders, who will participate in the teleconference meeting.
2. Superior message design, writing, and analytic skills in media relations and in coordinating planning efforts for a teleconference.
3. Knowledge of the current issues related to education goals and standards-based reform.

C. Capabilities and Experience (Offeror's Capacity) (Maximum Points:20)

Ability to commence work immediately upon contract award and direct a high volume of activity and level of effort needed to conduct the media activities and a nation-wide teleconference.

M.2. 52.217-5

EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

(End of Section)