SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE	OF PAGES
	..	1	75

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	ED-00-R-0035	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	05/18/2000	EDOSER-00-000109

7. ISSUED BY CODE cpoa

Contracts and Purchasing Opr., Group A
U.S. Dept. of Education, Rm 3636, ROB-3
Seventh and D Streets SW
Washington, DC 20202-4444

8. ADDRESS OFFER TO *(If other than Item 7)* EDRFP

U.S. Dept. of Education, CPO/SSG
GSA Bldg. (ROB-3), Rm 3616
Seventh and D Streets SW
Washington, DC 20202-4443

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

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 09:00 AM *(Hour)* local time Jun 19, 2000 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Janet V. Wears JVW	(202) 260-0092

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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 at t designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

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

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

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

AWARD *(To be completed by Government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c)( ) ☐ 41 U.S.C. 253 (c)( )

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

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	Purpose: identify the unique role that the Projects With Industry program currently plays in increasing the employment of individuals with disabilities, including an examination of its relationship to the State Vocational Rehabilitation Services program.	1	EA	_____.____	_____.____

END OF SECTION B

B.1. 301-6a

ESTIMATED COST AND INCENTIVE FEE (INCREMENTALLY FUNDED CONTRACTS)(MAY 1998)

(a) It is estimated that the total cost to the Government for full performance of this contract will be $_____ of which $_____ represents the estimated cost and $ _____ represents the target fee (if any). The fee payable under this contract shall be the target fee adjusted in accordance with paragraph (e) of clause 52.216-10, Incentive Fee and _____ of this contract.

(b) Sufficient funds are not presently available to cover the total estimated cost of this contract; however, this contract will follow the concepts of incremental funding described in FAR clause 52.232-22, "Limitation of Funds". Funds currently available for payment and allotted to this contract are $_____ of which $ _____ represents the limitation of reimbursable costs and $_____ represents the amount set aside for fee (if any).

(c) If and when the contract is fully funded, as specified in paragraph (a) of this clause, the "Limitation of Cost" clause shall become applicable.

(d) The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

B.2. 52.216-10

INCENTIVE FEE (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or $100,000, whichever is less. The

Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by 5 cents for every dollar that the total allowable cost is less than the target cost or decreased by 5 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 10 percent or less than 0 percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which

the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

B.3. Application of the Disputes Clause

The evaluations of any incentive fee (see Exhibit A, QASP, and Clause B.2., Incentive Fee) are not subject to the Disputes Clause (FAR 52.233-1).

(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, 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:

US Department of Education
Office of the Undersecretary
400 Maryland Ave., SW, Room 6W210
Washington, DC 20202

(c) Mark deliverables for: _____

(End of Section)

SECTION E
INSPECTION AND ACCEPTANCE

E.1. 304-1

INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

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

(End of Section)

SECTION F
DELIVERIES OR PERFORMANCE

F.1. 305-2

REPORT OF CONSULTANTS (MARCH 1986)

The contractor must maintain a written report for the files on the results of all consultations charged to this contract. This report must include, as a minimum: (1) the consultant's name, dates, hours and amount charged to the contract, (2) the names of the contractor or subcontractor staff to whom the services are provided, and (3) the results of the subject matter of the consultations.

F.2. 305-5

PERIOD OF PERFORMANCE (MARCH 1986)

Performance hereunder shall be completed within 24 months of the date of contract award, inclusive of all specified deliveries and/or task work.

F.3. 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. 306-1

INVOICE AND CONTRACT FINANCING REQUEST SUBMISSION (MAY 1999)

(A) The Government agrees to pay the Contractor as complete compensation for all work and services performed and materials furnished under this contract those allowable costs defined in the contract clause entitled "ALLOWABLE COST AND PAYMENT" in an amount not to exceed the estimated costs specified in the contract.

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

US Department of Education
OCFO/CPO-A
7th & D Streets, SW, Room 3636A
Washington, DC 20202-4444
ATTN: Janet Mata-Hitz

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

C) The Contractor shall prepare invoices and contract financing requests in accordance with the billing instructions attached hereto and made a part of this contract.

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. 306-8

CONTRACT ADMINISTRATOR (FEB 1985)

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

_____

G.4. 306-9

PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e).

(b) The provisional overhead rate(s) applicable to this contract:

_____

G.5. 32.907-2

{32.907-2} Late contract financing payment.

No interest penalty shall be paid to the contractor as a result of delayed contract financing payments.

(End of Section)

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. 307-12

CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with _____ in the amount stated in its final proposal revision.

H.3. 307-13

INFORMATION TECHNOLOGY SYSTEM SECURITY REQUIREMENTS (APRIL 1999)

The Contractor and its subcontractors shall comply with the Information Technology System Security requirements set forth in:

A. The Statement of Work of this contract;
B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a);
C. The U.S. Department of Education, Information Technology Security Manual, Handbook Number 6; and
D. The U.S. Department of Education, Personnel Security - Suitability Program, Handbook Number 11.

The Contractor may arrange to review copies of the above referenced documents by contacting the Contract Specialist at telephone number 202/260-0092. The Contractor shall include this provision in any subcontract(s) awarded pursuant to this contract.

H.4. 307-14

COMPUTER SYSTEM DESIGN AND IMPLEMENTATION REQUIREMENTS (APRIL 1999)

1. System Development Standards

Information systems shall be developed in accordance with the ED "Software Life Cycle Management and Documentation Manual". This manual covers all aspects of developing an information system. All phases of the system development process are covered, from definition of the requirements through post installation review. The standards address the

manual processes of collecting, processing and disseminating data as well as the automated functions. This process requires the preparation of a statement of requirements, assessment of alternative solution and cost/benefit analyses of these alternatives prior to preparation of system design specifications, programming/debugging and implementation of the system.

2. Project Documentation Plans

In accordance with system development standards, the project documentation plan shall be revised at the completion of each critical phase of development and implementation.

3. Data Control and Validation

All data must be key verified unless specified otherwise in the Statement of Work/Performance Work Statement. Also, unless specified otherwise in the Statement of Work/Performance Work Statement, data are acceptable if there is an error rate of less than 1% of the data elements.

4. Programming Language

The contractor shall use the programming language specified in the Statement of Work/Performance Work Statement, or the programming language otherwise approved by the contracting officer.

5. System Documentation

Computer systems/data bases developed under this contract shall be documented in accordance with the ED "Software Life Cycle Management and Documentation Manual".

6. Computer Software

(a) All computer software development under this contract becomes the property of the U.S. Government. In addition, unless specifically exempted by the Contracting Officer, all computer software used by the Contractor on this contract must be delivered to the Government without limitation on the rights of usage and with sufficient documentation to permit the Government to modify and enhance the software with the assistance of the Contractor.

7. Government Furnished Documents

Copies of the ED "Software Life Cycle Management and Documentation Manual" will be furnished on request. Telephone requests should be directed to Janet Mata-Hitz at Telephone Number 202/260-0092. Written requests should be directed to the following address:

US Department of Education
OCFO/CPO-A
7th & D Streets, SW, Room 3636A
Washington, DC 20202-4444

8. Federal Information Processing Standards (FIPS) A list of all applicable FIPS is attached. The FIPS publications can be accessed from the following web-site (FIPS Home Page): http://www.nist.gov/itl/div897/pubs/index.htm. These publications may also be ordered from the National Technical Information Service (NTIS), U.S. Department of Commerce; Springfield, VA; Telephone: 1-800-553-NTIS (6847) or 703-605-6000.

H.5. 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.6. 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 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.7. 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.8. 307-24
CONSULTANT SERVICES AND CONSENT (APRIL 1986)
The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.
_____

H.9. 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.10. 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.11. 307-32

YEAR 2000 WARRANTY (NOVEMBER 1997)

(a) The contractor warrants that each hardware, software, and firmware product delivered or developed (hereafter "covered product") under this contract shall 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.

(1) If the contract requires that specific covered products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those covered products as a system.

(2) With respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(3) Defects in products specified by the Government on a "brand name and model" basis, shall not be included in this warranty unless the product was designed or produced by the contractor or one of its affiliates.

(b) The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any covered product whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance.

(c) Any products or parts thereof corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as products initially accepted. The warranty, with respect to these products, shall be equal in duration to that set forth in paragraph (c) of this clause, and shall run from the date of delivery or acceptance of the corrected or replaced supplies.

(d) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--

(1) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(2) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract, including the Government's rights under the inspection clause of this contract in relation to latent defects, fraud, or gross mistakes that amount to fraud.

(3) Shall not be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(e) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects under this clause, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of such defects unless provided by a supplemental agreement with adequate consideration.

(f) This clause shall not be construed as obligating the Government to increase the contract price.

H.12. 307-5
PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)
The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H.13. 307-7a
PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)
Except as provided below, neither the development or production of any publication or audiovisual product is authorized.

In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable.

The following items are excepted from the approval requirements of this clause:

1. Up to 50 copies of progress and final reports.

The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973,29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities.

The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain

authorization from the Contracting Officer.

Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

H.14. 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.

H.15. 308-2
RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (March 1999)
(a) Any research activities under this contract involving human subjects are governed by Department of Education (ED) regulations for the protection of human subjects in research, Title 34, Code of Federal Regulations, Part 97. Part 97 requires the contractor, subcontractors and any other entities involved in covered research activities to establish and maintain procedures for the protection of human subjects. The definitions in 34 CFR 97.102 apply to this clause. As used in this clause, "covered research" means research involving human subjects that is not exempt under 34 CFR 97.101(b) and 34 CFR 97.401(b). The requirements at Part 97 apply to all entities involved in covered research under this contract. The requirements of this clause apply to the Contractor, regardless of which entity performs the covered research. The contractor shall comply with Part 97 and shall ensure that each entity involved in covered research activities complies with Part 97.

(b) The Contractor agrees that the rights and welfare of human subjects involved in research under this contract shall be protected in accordance with 34 CFR Part 97 and with the Contractor's current Assurance of Compliance on file with ED or the Office for Protection from Research Risks, Department of Health and Human Services.

(c) Under no condition shall the Contractor conduct, or allow to be conducted, any covered research activity involving human subjects prior to the Department's receipt of the Certification that the research has been reviewed and approved by the Institutional Review Board (IRB) [34 CFR 97.103(f)]. No covered research involving human subjects shall be initiated under this contract until the Contractor has provided the Contracting Officer (or the Contracting Officer's designee) a properly completed Certification form certifying IRB review and approval of the

research activity, and the Contracting Officer or designee has received the Certification. This restriction applies to the activities of each participating entity.

(d) In accordance with 34 CFR 97.109(e), an IRB must conduct continuing reviews of covered research activities at intervals appropriate to the degree of risk, but no less than once a year. Covered research activities that are expected to last one year or more are therefore subject to review by an IRB at least once a year.

(1) For each covered activity under this contract that requires continuing review, the contractor shall submit an annual written representation to the Contracting Officer (or the Contracting Officer's designee) stating whether covered research activities have been reviewed and approved by an IRB within the previous 12 months. The contractor may use Optional Form 310 for this representation. For multi-institutional projects, the contractor shall provide this information on its behalf and on behalf of any other entity engaged in covered research activities for which continuing IRB reviews are required.

(2) If the IRB disapproves, suspends, terminates or requires modification of any covered research activities under this contract, the Contractor shall immediately notify the Contracting Officer in writing of the IRB's action.

(e) The Contractor shall bear full responsibility for performing as safely as is feasible all activities under this contract involving the use of human subjects and for complying with all applicable regulations and requirements concerning human subjects. No one (neither the Contractor, nor any subcontractor, agent or employee of the Contractor, nor any other person or organization, institution, or group of any kind whatsoever) involved in the performance of such activities shall be deemed to constitute an agent or employee of the Department or Education or of the Federal Government with respect to such activities. The Contractor agrees to discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgement or otherwise, as an independent Contractor without imputing liability on the part of the Government for the acts of the Contractor and its employees.

(f) Upon discovery of any noncompliance with any of the requirements or standards stated in paragraphs (b), (c) and (d) above, the Contractor shall immediately correct the deficiency. If at any time during performance of this contract, the Contracting Officer determines, in consultation with the Protection of Human Subjects Coordinator, Office of the Chief Financial and Chief Information Officer, or the sponsoring office, that the Contractor is not in compliance with any of the requirements or standards stated in paragraphs (b), (c) and (d) above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects such noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing.

(g) The Government may terminate this contract, in full or in part, for failure to fully comply with any regulation or requirement related to human subjects involved in research. Such termination may be in lieu of or in addition to suspension of work or payment. Nothing herein shall be construed to limit the Government's right to terminate the contract for failure to fully comply with such requirements.

(End of clause)

H.16. 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 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.17. 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.18. 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 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.

(Note: Notice shall be given within 60 days before contract completion.)

H.19. 52.224-1
PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to

the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

H.20. 52.224-2
PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the

operation of a system of records on individuals to accomplish an agency

function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

H.21. 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, of if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

(End of Section)

SECTION I
CONTRACT CLAUSES

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

I.2. 3452.208-70
PRINTING (AUG 1987)
(Reference)

(The following clause shall apply to contracts with organizations that have fixed indirect cost rates with carry forward adjustments approved by the Government agency responsible for negotiating the organization's indirect cost rates.)

I.3. 3452.216-71
NEGOTIATED INDIRECT COST RATES - FIXED (AUGUST 1987)
(Reference)

I.4. 3452.227-70
PUBLICATION AND PUBLICITY (AUG 1987)
(Reference)

I.5. 3452.227-71
PAPERWORK REDUCTION ACT (AUG 1987)
(Reference)

I.6. 3452.227-72
ADVERTISING OF AWARDS (AUG 1987)
(Reference)

I.7. 3452.228-70
REQUIRED INSURANCE (AUG 1987)
(Reference)

I.8. 3452.237-71
SERVICES OF CONSULTANTS (AUG 1987)
(Reference)

I.9. 3452.242-70
LITIGATION AND CLAIMS (AUG 1987)
(Reference)

I.10. 3452.242-71
NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987)
(Reference)

I.11. 3452.242-72
WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)
(Reference)

I.12. 3452.242-73
ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES
(Reference)

I.13. 3452.243-70
KEY PERSONNEL (AUG 1987)
(Reference)

I.14. 3452.247-70
FOREIGN TRAVEL (AUG 1987)
(Reference)

I.15. 52.203-3
GRATUITIES (APR 1984)
(Reference 3.202)

I.16. 52.203-5
COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.17. 52.203-6
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(Reference 3.503-2)

I.18. 52.203-7
ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.19. 52.203-8
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.20. 52.203-10
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.21. 52.203-12
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
(Reference 3.808)

I.22. 52.204-4
PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
(Reference 4.304)

I.23. 52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409)

I.24. 52.215-2
AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
(Reference)

(The following clause shall apply as prescribed under FAR 16.307(a). If the contract is with an educational Institution delete from paragraph (a) "subpart 31.2" and substitute "subpart 31.3". If the contract is with a State or local government delete from paragraph (a) "subpart 31.2" and substitute "subpart 31.6". If the contract is with a nonprofit

organization other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB circular No. A-122, delete from paragraph (a) "subpart 31.2" and substitute "subpart 31.7".)

I.25. 52.216-7
ALLOWABLE COST AND PAYMENT (MAR 2000)
(Reference)

I.26. 52.219-8
UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)
(Reference)

I.27. 52.219-9 II
SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)--ALTERNATE II (JAN 1999)
(Reference)

I.28. 52.219-16
LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(Reference)

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

I.29. 52.222-3
CONVICT LABOR (AUG 1996)
(Reference 22.202)

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

I.30. 52.222-26
EQUAL OPPORTUNITY (FEB 1999)
(Reference)

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

I.31. 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.32. 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.)

I.33. 52.222-37
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(JAN 1999)
(Reference)

I.34. 52.223-2

{52.223-2} [RESERVED]
(Reference)

I.35. 52.223-14
TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
(Reference 23.907)

I.36. 52.225-11
BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)
(Reference)

I.37. 52.227-1
AUTHORIZATION AND CONSENT (JUL 1995)
(Reference 27.201-2)

I.38. 52.227-2
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
(Reference 27.202-2)

I.39. 52.227-17
RIGHTS IN DATA--SPECIAL WORKS (JUN 1987)
(Reference 27.409)

I.40. 52.227-23
RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
(Reference 27.409)

(The following clause applies except for construction and architect-engineer services or unless otherwise formally waived by the federal contract office.)

I.41. 52.228-7
INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(Reference 28.311-2)

(The following clause shall apply if the contract is subject to full CAS coverage.)

I.42. 52.230-2
COST ACCOUNTING STANDARDS (APR 1998)
(Reference)

(The following clause shall apply if the contract is subject to modified CAS coverage.)

I.43. 52.230-3
DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)
(Reference)

(The following clause shall apply if the contract is subject to CAS coverage and is being performed by an educational institution.)

I.44. 52.230-5
COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)
(Reference)

I.45. 52.230-6
ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
(Reference)

I.46. 52.232-17
INTEREST (JUNE 1996)
(Reference 32.617)

(The following clause shall apply if the contract is fully funded.)

I.47. 52.232-20
LIMITATION OF COST (APR 1984)
(Reference 32.705-2)

(The following clause shall apply if the contract is incrementally funded.)

I.48. 52.232-22
LIMITATION OF FUNDS (APR 1984)
(Reference 32.705-2)

I.49. 52.232-23
ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)

I.50. 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.51. 52.232-34
PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
(Reference)

I.52. 52.233-1 I
DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)
(Reference)

I.53. 52.233-3 I
PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
(Reference 33.106)

I.54. 52.237-3
CONTINUITY OF SERVICES (JAN 1991)
(Reference)

I.55. 52.242-1
NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(Reference 42.802)

I.56. 52.242-13
BANKRUPTCY (JUL 1995)
(Reference 42.903)

I.57. 52.242-15 I
STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)
(Reference 42.1305)

I.58. 52.243-2 I
CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)
(Reference 43.205)

I.59. 52.244-2 II
SUBCONTRACTS (AUG 1998)--ALTERNATE II (AUG 1998)
(Reference)

I.60. 52.244-5
COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference)

I.61. 52.246-5
INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)
(Reference 46.305)

I.62. 52.246-25
LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)

(The following clause shall apply if designated.)

I.63. 52.247-34
F.O.B. DESTINATION (NOV 1991)
(Reference 47.303-6)

I.64. 52.247-63
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
(Reference 47.405)

I.65. 52.248-1
VALUE ENGINEERING (FEB 2000)
(Reference)

I.66. 52.248-1 III
VALUE ENGINEERING (FEB 2000)--ALTERNATE III (FEB 2000)
(Reference)

I.67. 52.249-6
TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
(Reference 49.503)

I.68. 52.249-14
EXCUSABLE DELAYS (APR 1984)
(Reference 49.505)

I.69. 52.253-1
COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53-111)

I.70. 52.252-2a

SECTION I
CONTRACT CLAUSES

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)

J.1. 309-1a

LIST OF ATTACHMENTS (APRIL 1984)

Attachment	Description	No. of Pages	Attached	By Ref.
A	Statement of Work	15	X	
	Exhibit A: Quality Assurance Surveillance Plan	6	X	
	Exhibit B: QASP Evaluation Form	3	X	
B	Contractor Performance Information Form	5	X	
C	Small Business and Small Disadvantaged Business Subcontracting Plan	7	X	

FIPS AND FED-STD CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE

This contract incorporates the following clauses and provisions by reference. The clauses and provisions that are applicable to this contract are checked with an "X". These clauses and provisions have the same force and effect as if they were given in full text. Offerors and contractors may order the texts of the FIPS PUBs from the following address:

National Technical Information Service
U.S. Department of Commerce
Springfield, VA 22161
Telephone: (703) 487-4650

The texts of the FED STDs may be ordered from the following address:

General Services Administration (WFRI)
Washington, D.C. 20407
Telephone: (202) 472-2205

STANDARDS CHECKLIST AS OF 04/26/99

Check Appropriate Column

Standard Applies	Standard Does Not Apply	Standard Applies But Was Waived	Standards Titles

FEDERAL INFORMATION PROCESSING STANDARDS (FIPS)

---X---- -------- ------- FIPS 4-2, Representation for Calendar Date to facilitate interchange of data among information systems. This standard adopts American National Standard ANSI X3.30-1997: Representation of Date for Information Interchange(revision of ANSI X3.30-1985 (R1991)).

---X---- -------- ------- FIPS 5-2, Codes for the Identification of the States, District of Columbia, and the Outlying Areas of the United States, and Associated Areas

---X---- -------- ------- FIPS 9-1, Congressional Districts of the United States

---X---- -------- ------- FIPS 29-3, Interpretation Procedures for Federal Information Processing Standards for Software

---X---- -------- ------- FIPS 31, Guidelines for Automatic Data Processing Physical Security and Risk Management

---x---- -------- ------- FIPS 41, Computer Security Guidelines for Implementing the Privacy Act of 1974

---X---- -------- ------- FIPS 83, Guideline on User Authentication Techniques for Computer Network Access Control

---X---- -------- ------- FIPS 87, Guidelines for ADP Contingency Planning

---X---- -------- ------- FIPS 101, Guideline for Lifecycle Validation, Verification, and Testing of Computer Software

---X---- -------- ------- FIPS 102, Guideline for Computer Security Certification and Accreditation

---X---- -------- ------- FIPS 112, Password Usage

---X---- -------- ------- FIPS 132, Guideline for Software Verification and Validation Plans

---X---- -------- ------- FIPS 165, 4,800 and 9,600 Bits per Second Four-Wire Duplex and Two-Wire Half-Duplex Modems for Data Communications use on Telephone-Type Circuits

---X---- -------- ------- FIPS 167, 9600 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits

SECTION J

LIST OF ATTACHMENTS

---X---- -------- ------- FIPS 178, Video Teleconferencing Services at 56 to 1.920 KBP/S

---X---- -------- ------- FIPS, 179-1, Government Network Management Profile (GNMP)

---X---- -------- ------- FIPS 191, Guideline for the Analysis of Local Area Network Security

(End of Section)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

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 Authorized Individual) (Date)

_____
(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: $_____

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:

_____

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. 310-9

APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

The offer [_] does, [_]does not, have an approved accounting system for purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

_____
_____
_____
_____
(Date)

K.6. 52.203-11

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

K.7. 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 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.8. 52.204-5

WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it /_/

is a women-owned business concern.

(End of provision)

K.9. 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 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.10. 52.209-5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not / / presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not / /, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are / / are not / / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not / /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11. 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.12. 52.219-1
SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8999

(2) The small business size standard is $5 million.

(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 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.13. 52.219-22
SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

/_/ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

/_/ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) /_/ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

K.14. 52.219-23
NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)

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

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard

applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a on certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DOD acquisitions, an otherwise successful offer of qualifying

country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

K.15. 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

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.16. 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.17. 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.18. 52.223-1
{52.223-1} [RESERVED]

K.19. 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 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 subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

K.20. 52.223-13
CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certificate is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

/_/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

/_/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/_/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/_/ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

/_/ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K.21. 52.230-1
COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

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 more than $25 million (of which at least one award exceeded $1 million) 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 $25 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 $25 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 $25 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 $25 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

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(End of provision)

(End of Section)

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. 307-11

COST ACCOUNTING STANDARDS APPLICATION (JUNE 1992)

The contract clause entitled "Cost Accounting Standards" shall apply to any resulting contract, except as exempted under Section 9903.201-1(b) of 48 CFR (CAS) Chapter 99 or when the contract is eligible for modified coverage under Section 9903.201-2(b) of the same Regulation. The clause entitled "Disclosure and Consistency of Cost Accounting Practices" shall apply in the latter case.

L.3. 308-1

NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MARCH 1999)

(a) Applicable Regulations. Any research activities under this proposed contract involving human subjects are governed by Department of Education (ED) regulations for the protection of human subjects in research, Title 34, Code of Federal Regulations, Part 97 (hereafter, "the regulations"). The regulations require contractors and other entities involved in covered (nonexempt) research activities to establish and maintain procedures for the protection of human subjects. Copies of the regulations and related information on the protection of human research subjects are available on ED's Protection of Human Subjects in Research Web Site at <http://ocfo.ed.gov/humansub.htm> and from the Department's Protection of Human Subjects Coordinator, at the address shown below.

(b) Definitions.

(1) The regulations define research as "a systematic investigation, including research development, testing and evaluation designed to develop or contribute to generalizable knowledge." (If an activity follows a deliberate plan whose purpose is to develop or contribute to generalizable knowledge, such as an exploratory study or the collection of data to test a hypothesis, it is research.) It includes activities that meet this definition, whether or not they are conducted under a program considered "research" for other purposes [34 CFR 97.102(d)].

(2) The regulations define human subject as "a living

individual about whom an investigator (whether professional or student)conducting research obtains data through intervention or interaction with the individual or obtains identifiable private information" [34 CFR 97.102(f)(1)]. The definition of human subjects is met if an activity involves obtaining--

(A) information about a living person by--

(i) manipulating that person's environment, as might occur when a new instructional technique is tested, or

(ii) communicating or interacting with the individual, as occurs with surveys and interviews; or

(B) private information about a living person in such a way that the information can be linked to that individual (the identity of the subject is or may be readily determined by the investigator or associated with the information). [Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information which has been provided for specific purposes by an individual and which an individual can reasonably expect will not be made public (for example, a school health record).]

(c) Exemptions. The regulations provide exemptions from coverage for activities in which the only involvement of human subjects will be in one or more of the categories set forth in 34 CFR 97.101(b)(1-6). However, if the research subjects are children, the exemption at 34 CFR 97.101(b)(2)(i.e., research involving use of educational tests, survey procedures, interview procedures or observation of public behavior) is modified by 34 CFR 97.401(b), as explained in paragraph (d) below. Many types of research conducted on behalf of ED's National Center for Education Statistics are exempt under 34 CFR 97.101(b)(3)(ii), since the National Education Statistics Act prohibits disclosure of any individually identifiable information.

(d) Children as research subjects. Paragraph 34 CFR 97.402(a) of the regulations defines children as "persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the jurisdiction in which the research will be conducted." Paragraph 34 CFR 97.401(b) of the regulations provides that, if the research involves children as subjects--

(1) The exemption at 34 CFR 97.101(b)(2) does not apply to activities involving--

(A) survey or interview procedures involving children as subjects, or

(B) observations of public behavior of children in which the investigator(s) will participate in the activities being observed.

(2) The exemption at 34 CFR 97.101(b)(2) continues to apply, unmodified by 34 CFR 97.401(b), to--

(A) educational tests, and

(B) observations of public behavior in which the investigator(s) will not participate in the activities being observed.

(e) Proposal Instructions. An offeror proposing to do research that involves human subjects must provide information to ED on the proposed exempt and nonexempt activities. The offeror should submit this information as an attachment to its technical proposal. No specific page limitation applies to this requirement, but the offeror should be brief and to the point.

(1) For exempt research activities involving human subjects, the offeror should identify the exemption(s) that applies and provide sufficient information to allow ED to determine that the designated exemption(s) is appropriate.

(2) For covered research activities involving human subjects (whether conducted at the offeror's site or elsewhere), the offeror should identify the organizations (i.e., legally separate entities) that will be involved in the research activities to allow ED to:

(A) Determine the identity of the entities that need to submit Assurances and Certifications;

(B) Evaluate the adequacy of the proposed Institutional Review Board(s) in light of the research subjects likely to be involved;

and

(C) Evaluate the appropriateness of the initial and continuing Institutional Review Board review procedures in consideration of the risks to subjects.

(3) If a reasonable potential exists that a need to conduct research involving human subjects may be identified after award of the contract and the offeror's proposal contains no definite plans for such research:

(A) The offeror should briefly describe the circumstances and nature of the potential research involving human subjects.

(B) If the offeror believes that an exemption is likely to apply, the offeror should identify the exemption and explain why it would apply.

(C) The offeror's proposal should allow adequate time to obtain and submit an Assurance of Compliance and a Certification of Institutional Review Board (IRB) review for any potential covered research that may be identified after award. Offerors are cautioned that no human subjects may be involved in covered research until the research has been reviewed and approved by the IRB and the contractor has submitted to ED an acceptable Assurance and a Certification of IRB review.

(f) Assurances and Certifications.

(1) For an offeror reasonably likely to receive an award, if ED determines that proposed research activities involving human subjects are covered (i.e., not exempt) under the regulations, the contracting officer will request the offeror to file an

acceptable Assurance of Compliance with the regulations and provide Certification of IRB review and approval of the proposed project. In lieu of a new Assurance, ED will accept a current Multiple Project Assurance on file with the Office for Protection from Research Risks, Department of Health and Human Services, if ED determines that the Multiple Project Assurance is appropriate to the proposed covered research activity. Offerors reasonably likely to receive an award and proposing to do research that is covered by the regulations will be contacted by ED and given detailed instructions on filing the Assurances and Certifications.

(2) In accordance with 34 CFR 97, all subcontractors and any other legally separate entity (neither owned nor operated by the offeror) that will be engaged in covered research activities shall be required to have an Assurance on file and to provide to ED Certification of IRB review and approval.

(3) The offeror is responsible for ensuring that it and the other entities submit the required documents to ED in a timely manner. Although an offeror does not need to submit an Assurance of Compliance or a Certification of Institutional Review Board (IRB) review with its initial proposal, the offeror should be prepared to obtain and provide these documents promptly upon request. Failure to submit the documents in a timely manner may result in deferral of an award or award to another offeror.

(g) Offerors may contact ED's Protection of Human Subjects Coordinator to obtain information about the regulations for the protection of human subjects and related policies and guidelines.

Office of the Chief Financial and Chief
Information Officer
U.S. Department of Education
Room 3652
7th and D Streets, SW
Washington, D.C. 20202-4248
Attention: Protection of Human Subjects
Coordinator

Fax: (202) 205-0667
Phone: (202) 260-5353

L.4. 311-1

TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a cost-plus-incentive fee type contract from this solicitation.

L.5. 311-17

ADDITIONAL INSTRUCTION FOR PROPOSAL FOR
ADP SECURITY COMPLIANCE (FEBRUARY 1988)

Potential offerors are directed to the security requirements under the

clause entitled "Information Technology System Security Requirements", ED 307-13. Technical proposals must include a separately detailed plan for meeting these requirements, including any necessary subcontract applications. Submission of these plans shall serve as certifications of the offerors' full intent for compliance.

L.6. 311-2a

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 7 copies of your technical proposal and an original and 2 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, Room 3616
7th & D Streets, S.W.
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.

To assist you in the preparation of your proposal, the Government has estimated the effort to perform this contract. The estimated level of effort is

5,832 professional hours
1,057 clerical hours
6,889 total hours

The estimated level of effort is for the entire period of performance.

These numbers are furnished for the offeror's information only and are not considered restrictive for proposal purposes.

L.7. 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, 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:

_____

INSTRUCTIONS FOR OFFERORS

Organization of Technical Proposal:

NOTE: Every page in both the Technical and Business/Cost proposal must have a unique page number.

1. Abstract

The offeror should provide a two-page summary abstracting the proposal contents (e.g., objectives, activities, expected outcomes) in language understandable to an informed layperson.

2. Table of Contents

3. Introduction

Offerors should summarize, in their own words, the purposes and objectives of the project to demonstrate their complete understanding of RSA's intent and requirements. In this section, the offeror should provide a specific statement of any interpretations, questions, qualifications, limitations, deviations, or exceptions to the RFP scope of work and the extent to which the offeror's proposal meets the requirements set forth in the work scope.

4. Procedural Plan

The offeror in this section should fully describe the theoretical and technical approaches the offeror should employ describing a series of tasks that should produce the final deliverable in the work scope. While a general statement of strategy is appropriate, the offeror should be specific in describing the manner in which the offeror plans to conduct the overall study including the:

* Intended approach to the study design;
* Development and testing of instruments;
* Survey design and data collection;
* Maintenance of quality control;
* Data analysis content and methods;
* Production of final deliverables.

5. Management Plan and Schedule and the Performance Measurement System (no more than 15 pages)

The offeror should show in the Management Plan the feasibility of implementing the offeror's technical approach through the effective and efficient utilization of the offeror's resources. The offeror should present a time chart that specifies the amount of time (in person hours) each person is committed to completing each task including subcontractors and ancillary personnel. A key person for this project should devote no less than 50% FTE to this project. The offeror should present in the Plan a clear description of the working relationships between personnel and a method for insuring the timely and successful completion of each work task.

The offeror should include a performance measurement system that shows a system that can:

* Identify problem areas by order of importance;
* Identify anticipated schedule slippage and cost overruns; and
* Provide means of determining where the program manager can withdraw resources to assist more critical tasks.

The offeror should plan to include this type of information in monthly administrative reports.

6. Personnel

The offeror should list personnel with major responsibilities by:

* Name;
* Title;
* Position;
* Academic background;
* Relevant experience;
* Responsibilities within the project; and
* The extent to which this commitment is assured.

The offeror should provide a general statement describing the qualifications and responsibilities of any ancillary personnel who individually or collectively would commit significant time to the study. The offeror should include in this section specific time commitments of staff to other projects, both federal and non-federal for the duration of this contract. The offeror should identify consultants who have agreed to serve on the project and include assurances of their commitment. The offeror should append vitae for all principal personnel, including

consultants, to the proposal, with each vitae limited to not more than two pages that emphasize areas of experience directly relevant to this work statement.The offeror should identify the personnel who developed the proposal and the proportionate contribution of each person to each section of it.

7. Organizational Experience

In this section the offeror should describe the offeror's pertinent experience and qualifications in conducting work of a similar nature. Offerors should offer evidence of no more than eight previous related contracts, including the:
* Contract numbers; and
* Names and telephone numbers of project officers, contracting officers and contract specialists who would be able to comment on the offeror's performance on those contracts.
The offeror should indicate if any contract or subcontract commitment was not successfully completed during the past five years. The offeror should include summaries (not to exceed one page) of related work. The offeror should also include references to products resulting from these related activities.

8. Current Contractual Obligations

The government requires each offeror to identify and briefly describe the offeror's federal and non-federal contractual obligations existing during the course of this award that involve personnel the offeror plans to assign to this project. The offeror should identify the organizations/agencies by name and the percentage of work time allotted to those projects by personnel committed to the proposed project.

9. Travel

For tasks requiring contractor travel, offerors should determine the cost of travel for site visits by using prearranged round trip coach fares.

10. Resources/Facilities/Equipment

The offeror should describe its facilities, equipment, library holdings, and other resources available to conduct the proposed work. The offeror should describe how the offeror plans to use the facilities, equipment, and other resources for the project in relationship specifically to the tasks enumerated in this scope of work.

11. Subcontractors and Consultants

If the offeror proposes to use subcontractors or consultants, the offeror should clearly describe what they would do, what expertise or skills they bring to the project, and how the offeror selected them.

L.8. 311-4a
BUSINESS PROPOSAL INSTRUCTIONS (FEB 1996)
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. The information, if any, required by the provision FAR 52.215-20, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, Alternative IV" as incorporated in Section L of this solicitation.

C. Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds. 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.

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 _____ 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 numbers of those with whom the offeror has most recently conducted 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 CONDUCIVE OF SEPARATE EXAMINATION BY THE TECHNICAL EVALUATORS DURING THE PROCESS OF TECHNICAL EVALUATION.

L.9. 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.10. 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:

US Department of Education
OCFO/CPO-A
7th & D Streets, SW, Room 3636A
Washington, DC 20202-4444
Attn: Janet Mata-Hitz

Janet_Mata-Hitz@ed.gov
202/260-0092 telephone
202/260-0526/facsimile

ED will accept clarification questions until June 9, 2000. 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.11. 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.12. 311-9
COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998)
Small Business Comments are Important:

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.13. 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)
      (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 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 l0 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.14. 3452.232-71
INCREMENTAL FUNDING (AUG 1987)
(a) Sufficient funds are not presently available to cover the total cost of the complete project described in this solicitation. However, it is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause titled 'Limitation of Funds' in FAR 52.232-22. Under that clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover an estimated base performance period. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the entire period of performance. This intent notwithstanding, the Government will not be obligated to reimburse the contractor for cost incurred in excess of the periodic allotments, nor will the contractor be obligated to perform in excess of the amount allotted.

(b) The Limitation of Cost clause in FAR 52.232-20 shall supersede the Limitation of Funds clause in the event the contract becomes fully funded.

(END OF PROVISION)

L.15. 52.215-1 I
INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)--ALTERNATE I (OCT 1997)

(a) Definitions. As used in this provision--
"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.
"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next work7ing day.
(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
(c) Submission, modification, revision, and withdrawal of proposals.
(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers

should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptalbe evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp on that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the

solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in this solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction
are contained in sheets _____ and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriciton on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offer(s) whose proposal(s) represents the best value after evaluation in accordance

with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

L.16. 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)

L.17. 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 a 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, 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.

(End of provision)

L.18. 52.232-18

AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(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.19. 52.232-38

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

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

L.20. 52.233-2

SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any

protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
US Department of Education
OCFO/CPO-A
7th & D Streets, SW, Room 3636A
Washington, DC 20202-4444
Attn: Dorothy B. Moody
Contracting Officer, Group A

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(End of Section)

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

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.

_____

EVALUATION CRITERIA	POINTS POSSIBLE
1. Procedural Plan	30

Clear, high quality and appropriate plans and procedures to accomplish the study objectives enumerated in the Statement of Work section of the proposal. Demonstrated understanding of: 1) the Projects With Industries (PWI) program; 2) the Title I Vocational Rehabilitation (VR) Services

Program and/or other rehabilitation programs, 3) other issues pertinent to this type of study such as understanding of employer personnel needs, coordination with private employers and VR to assist individuals with disabilities to maximize their employment; 4) the problems and issues related to conducting a study of the PWI projects, and 5) job training, employment and placement programs. Evidence that the offeror has a thorough knowledge of the literature relevant to this procurement. Recognition of management, scheduling, coordination, quality control and analysis problems in achieving study objectives and the quality of proposed solutions.*

2. Personnel/Related Experience 30

Availability of personnel with appropriate knowledge, competencies and experience particularly in the areas of: 1) PWI/VR 2) disabilities, 3) employment and employer involvement, and 4) evaluation research design and statistical analysis. Evidence of a relationship between the background/experience of individual staff members to the specific tasks that are to be performed. Reasonable allocation of staff to tasks in keeping with their expertise. Assurance of commitment and vitae for all staff and consultants.

3. Management/staffing/scheduling and the Performance Management System 25

Evidence that the management plan provides for project control; efficient and timely use of human, physical and financial resources; milestones for completion of work tasks including a description of the Performance Management System to be used. Clear and concise management charts particularly in regard to the general management plan, the project staffing arrangements including the PMS, and the interrelationships among project entities including staff, subcontractors and consultants.

4. Corporate Experience and Resources 15

Evidence that the contractor/subcontractor has adequate qualifications, and has pertinent experience conducting work of a similar nature as described in the related Corporate Experience and Resources section of the proposal. Evidence that the offeror has stability of key staff. Evidence that the offeror has a history of remaining within the initially budgeted amount on government contracts and successfully completing those contracts or subcontracts. Adequate identification and description of resources (other than personnel), facilities and existing equipment necessary to the timely and successfully completion of all developmental and analytical tasks associated with this procurement.

*The quality of proposed solutions shall be evaluated in terms of their: a) adequacy relative to the problems addressed, b) probable effectiveness, drawing on experience data to the extent possible, and their relative merit, especially where the proposed solution can be compared with alternative approaches.

TOTAL POINTS POSSIBLE 100

SECTION M

EVALUATION FACTORS FOR AWARD

(End of Section)