SOLICITATION, OFFER AND AWARD

1. This Contract is a Rated Order Under DPAS (15 CFR 350)	Rating	Page 1	of pages 64

2. Contract No.	3. Solicitation No.	4. Solicitation Type	5. Date Issued	6.Requisition/Purchase No.
	ED-01-R-0011	[ ] Sealed Bid (IFB) [X] Negotiated (RFP)	02/27/2001	EDOERI-01-000116

7. Issued By	8. Address Offer To (If other than item 7)
Code cpod	Code CPOSSG
Contracts and Purchasing Opr., Group D U.S. Dept. of Education, Rm 3616, ROB-3 Seventh and D Streets SW Washington, DC 20202-4447	Contracts & Purchasing Operations U.S. Dept. of Education, Rm 3616, ROB-3 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 See Block 8 until 02:00 PM (hour) local time Apr 13, 2001 (date).

CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. 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)
	Nicole K. Ragno NKR	202/708-8569

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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 data for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment *(See Section I, Clause No. 52.232-8)*	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	_____ Calendar Days %

14. Acknowledgment of Amendments *The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.*	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)

15B. Telephone No. (Include area code)	15C. [ ] Check if Remittance Address is difference 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:	23. Submit Invoices to Address Shown in (4 copies unless otherwise specified)	Item
[ ] 10 U.S.C. 2304 (c)( ) [ ] 41 U.S.C. 253 (c)( )		

24. Administered By *(If other than Item 7)* Code	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.

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	This is the third in a series of longitudinal data collection efforts involving 1992-1993 academic year graduates from postsecondary education institutions.	1	EA	_____	_____

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See Clause H.1 Award Plan, for specifics on earning award fee under this contract.

B.1 216-70 AWARD FEE (APR 1984)

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

B.2 ESTIMATED COST AND FEES

a) The total cost to the Government for full performance of this contract is estimated to be $_____, of which the sum $_____ represents the estimated reimbursable costs, $_____ represents the fixed fee, and $_____ represents the amount available for Award Fee.

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." Total funds currently available for payment and obligated to this contract are $_____, of which $_____ represents the limitation for reimbursable costs, $_____ represents the fixed fee, and $_____ represents the amount available for Award Fee.

c) If and when the contract is fully funded, as specified in paragraph (a) of this clause, the "Limitation of Cost" clause (52.232-20) will become applicable.

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

(End of clause)

B.3 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)

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.

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: See Schedule, pp 8-18 of SOW, Attachment A. Also see section H.1, Award Plan.

(c) Mark deliverables for: See Schedule and section H.1, Award Plan.

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.

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, at 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 42 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.

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.
Ms. LaShawn Pettaway
U.S. Department of Education
Room 3616, ROB-3
7th and D Streets, SW
Washington, DC 20202-4447

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 attached billing instructions. (See attachment to be added at time of award.)

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. Offerors are to provide this information with proposal - name and address will be inserted at time of award.

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: will be inserted at time of award.

H.1 AWARD PLAN

The following is a description of the plan by which the government may make an award payment to the contractor, based on its technical performance of the contract:

The Surveillance Plan lists deliverables to be performed under this contract and the related Performance Standards to be used for evaluation. The Performance Standards are written to the level of "Acceptable Performance" as defined in this contract clause. The Performance Standards will allow the Government to make an objective assessment of the contractor's performance based on the quality, completeness, and timeliness of its technical work.

The evaluation periods for award payment will be each of the three 12-month periods beginning with contract award and the final 6-month period (based on a 42 month contract period of performance). Only those tasks which have been fully completed and final work has been accepted by the Government will be subject to evaluation.

A panel of Department of Education employees will comprise a technical evaluation panel. At a minimum, this will include the Contracting Officer's Representative (COR) and the Contract Specialist. The technical evaluation panel will conduct evaluation assessments of the contractor's performance in meeting the established technical standards for all fully completed tasks/subtasks. The technical evaluation panel will make a written recommendation to the Contracting Officer in regard to making award payments.

(A) **Evaluation Procedures**

The steps listed below will be followed in making an award payment determination for this contract:

1) The Award Evaluation Periods are the Base Year (12 month period) and each successive 12-month period of the contract (and final 6-month period if the period of performance is 42 months). The contractor will be eligible for Award payments for fully completed tasks for each evaluation period.

2) Evaluation of the contractor's performance will be based on the Contract Activities and Standards contained in the Surveillance Plan. In order to make any change(s) to the Surveillance Plan the Government and contractor shall agree to a modification to the contract that changes language in the Surveillance Plan.

3) Within 10 days of the end of an evaluation period the contractor has the option of submitting a written self-evaluation report of its performance during the preceding period to the Contracting Officer, who in turn will provide it to the evaluation panel. The contractor may submit any material that will assist the evaluation panel in rating its performance.

4) Within 20 days after the end of an evaluation period the evaluation panel will meet to determine a rating(s) of the contractor's performance on completed tasks/subtasks for the preceding period. All reports and data items submitted during the evaluation period, including the contractor's self-evaluation report (if provided by the contractor), will be used by the evaluation panel to assist members in rating the contractor's performance on specific tasks/subtasks.

5) Within 30 days of receiving a written recommendation regarding an award payment from the evaluation panel, the Contracting Officer will make a unilateral determination of an award payment to be paid to the contractor.

6) After determination, the Contracting Officer will write a letter to the Contractor, authorizing the contractor to invoice the Government for an award payment, if all the conditions for making an award payment, stated herein are met. The contractor shall not invoice the Government for an award payment, for any evaluation period, until having received the above referenced letter from the Contracting Officer.

(B) **Technical Evaluation Criteria and Award Payment**

Award payment(s) based on the schedule contained in this clause will be made by the Government to the contractor for the tasks/subtasks fully completed during an period for which the evaluation panel has assigned a rating of "Outstanding in all respects" or "Outstanding in most respects". Each evaluation panel member will make a single rating for the tasks/subtasks based on an overall assessment of how well the contractor met the Standards for the respective Activities that exist for the tasks/subtasks. The following are the adjective ratings and definitions to be used by the evaluation panel in judging contractor technical performance.

1) Outstanding is all respects – Fully exceeds all applicable Standards contained in Surveillance Plan. Exceeds NCES Standards (NCES 92-021), OMB's Directive 5 CFR 1320 and OERI Publication Guidelines, and requires no additional work. All areas identified in the contractor's technical proposal, plans, and outlines are adequately covered.

2) Outstanding in most respects – Exceeds most applicable standards contained in Surveillance Plan. Exceeds NCES Standards (NCES 92-021), OMB's Directive 5 CFR 1320 and OERI Publication Guidelines, but requires some additional work. Areas of deficiency are few and are more than offset by outstanding performance.

3) Acceptable – Fully meets all applicable Standards contained in Surveillance Plan. Additional work is required.

4) Unacceptable – Does not meet all applicable Standards for Acceptable in Surveillance Plan. Substantial additional work is required.

In order to qualify for an award payment for a contract task/subtask fully completed within a given evaluation period, the evaluation Panel must unanimously rate the contractor's technical performance in completing that task as "Outstanding in all respects" or "Outstanding in most respects". No award payments will be made for tasks/subtasks that are rated as "Acceptable". Any tasks in the Surveillance Plan identified as "Unacceptable" will result in a deduction in allowable fees equal to the amount specified.

(C) **Surveillance Plan**

Schedule of Performance Awards

Schedule of Performance Awards – B&B:93/2003								
			Award Year	Award for:				
		Standard for Acceptable		**Outstanding in most respects**		**Outstanding in All respects**		**Not Acceptable[1]**
Task:	**Activity:**			Standard:	Amount	Standard:	Amount	
1.5	Monthly progress reports	In IMS by 10th of month 85% of time	Each	In IMS by 10th of month 90% of time	$1,000	In IMS by 10th of month 95% of time	$1,500	-$1,500
2.2	FT Data Elements/ Justification OMB Clearance Package FT SF-83	1*, 2*, within budget, on time as scheduled, in IMS	1	1*, 2*, within budget, 1 week ahead of schedule in IMS	$3,000	1*, 2*, within budget, 2 weeks ahead of schedule in IMS	$5,000	-$5,000
2.3	FT Web –based instrument data collection	Response yield of at least 600 '93 graduates within 3 mths of web start and within budget	1	Response yield of 640 '93 graduates within 3 mths of web start and within budget	$3,000	Response yield of 675 '93 graduates within 3 mths of web start and within budget	$5,000	-$5,000
2.3	FT reports : Debriefing report Data element timing report Re-Collection Report	1*, 3*, in IMS 2 mths after data collection closed, within budget	2	1*, 3*, in IMS 1 ½ mths after data collection closed, within budget	$1,000	1*, 3*, in IMS 1 mth after data collection closed, within budget	$5,000	-$5,000
2.4	FT Methodology report	1*, 3*, in IMS 4 mths after data collection ends, with 95% of problems resolved	2	1*, 3*, in IMS 3 mths after data collection ends, with 95% of problems resolved	$3,000	1*, 3*, in IMS 2 mths after data collection ends, with 95% of problems resolved	$5,000	-$5,000
	Full Scale Survey:							
3.2	Data Elements/ Justification OMB Clearance Package FT SF-83	1*, 2*, within budget, on time as scheduled, in IMS	2	1*, 2*, within budget, 1 week ahead of schedule	$5,000	1*, 2*, within budget, 2 weeks ahead of schedule	$10,000	-$10,000
3.3	Web-based data collection and data files	Response yield of at least 8,500 of '93 graduates within 7 mths of web start and within budget	3	Response yield of at least 8,800 of '93 graduates within 6 mths of web start and within budget	$10,000	Response yield of 9,100 of '93 graduates within 5 months of web start and within budget	$25,000	-$25,000

[1] In all tasks, Not Acceptable means 'Did Not Meet Standard for Acceptable'

Schedule of Performance Awards – B&B:93/2003

			Award Year	Award for:				
		Standard for Acceptable		**Outstanding in most respects**		**Outstanding in All respects**		**Not Acceptable[1]**
Task:	**Activity:**			Standard:	Amount	Standard:	Amount	
3.3	Web-based data collection and data files	Effective response rate of at least 85% of '93 graduates within 7 mths of web start and within budget	3	Effective response rate of at least 87% of '93 graduates within 6 mths of web start and within budget	$10,000	Effective response rate of at least 90% of '93 graduates within 5 months of web start and within budget	$25,000	-$25,000
3.3	Full scale data files and derived variables and documentation	1*, 2*, in IMS 3 months after data collection close with 90% of problems resolved, and within budget	3	1*, 2*, in IMS 2 ½ months after data collection close with 90% of problems resolved, and within budget	$10,000	1*, 2*, in IMS 2 months after data collection close with 90% of problems resolved, and within budget	$25,000	-$25,000
3.4	Full scale methodology report	1*,3*, in IMS 14 weeks after data collection ends, with 95% of problems resolved	3	1*,3*, in IMS 10 weeks after data collection ends, with 95% of problems resolved	$5,000	1*,3*, in IMS 8 weeks after data collection ends, with 95% of problems resolved	$10,000	-$10,000
4.2	Data Analysis System	1*, in IMS 14 weeks after data collection ends, with all variables including approved new derived variables	3	1*, in IMS 10 weeks after data collection ends, with all variables including approved new derived variables	$10,000	1*, in IMS 8 weeks after data collection ends, with all variables including approved new derived variables	$35,000	-$35,000
4.3	Descriptive survey report	1*, 3*, in IMS ready for adjudication 5 months after end of data collection, 95% of problems resolved, and within budget	4	1*, 3*, in IMS ready for adjudication 4.5 months after data collection, 95% of problems resolved, and within budget	$10,000	1*, 3*, in IMS ready for adjudication 4 months after data collection,, 95% of problems resolved, and within budget	$35,000	-$35,000
Total					$74,000		$191,000	-$191,000
Year 1					$7,000		$11,500	-$11,500
Year 2					$10,000		$21,500	-$21,500
Year 3					$46,000		$121,500	-$121,500
Year 4					$11,000		$36,500	-$86,500
TOTAL					$74,000		$191,000	-$191,000

[1] In all tasks, Not Acceptable means 'Did Not Meet Standard for Acceptable'

*Standards to be met:
1 Meets NCES Statistical Standards (NCES 92-021), as amended
2 Meets OMB Directive 5 CFR
3 Meets OERI Publications Guidelines

H.2 301-20 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.3 306-10 GOVERNMENT-FURNISHED DATA (APRIL 1984)

(A) The Government shall deliver to the Contractor the Government- furnished data described in the contract. If the data is not delivered on schedule, or is unsuitable for its intended use, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and
(2) The facts warrant an equitable adjustment.

(B) Title to Government-furnished data shall remain in the Government.

(C) The Contractor shall use the Government-furnished data only in connection with this contract.

(D) The data will be furnished to the Contractor as specified in the SOW, including list of possible TRP panelists and B&B:93/97 data files and documentation.

(E) Other treatment and rights shall be in accordance with the incorporated general provision titled "Government Property".

H.4 307-13 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 202-708-8569. The Contractor shall include this provision in any subcontract(s) awarded pursuant to this contract.

H.5 307-14 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 Nicole Ragno at Telephone Number 202-708-8569 Written requests should be directed to the following address:
Nicole_Ragno@ed.gov

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.6 307-17 ORGANIZATIONAL CONFLICTS OF INTEREST (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.7 307-19 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.8 307-2 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:

Project Director
others may be added prior to award

See clause 3452.237-71 for consultant approval procedures.

H.9 307-24 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.10 307-3 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.11 307-31 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.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.13 307-8 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.14 316-1 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.15 317-1 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.16 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 10 days before contract completion.)

H.17 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.18 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.19 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.

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): See clause 52.252-2a for internet addresses.
(End of clause)

I.2 3452.202-1 DEFINITIONS (AUG 1987)
(Reference)

I.3 3452.208-70 PRINTING (AUG 1987)
(Reference)

(The following clause shall apply to cost reimbursement contracts with nonprofit organizations other than educational institutions, hospitals, or organizations listed in Attachment C to OMB Circular A-122.)

I.4 3452.216-70 ADDITIONAL COST PRINCIPLES (AUG 1987)
(Reference)

I.5 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)
(Reference)

I.6 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987)
(Reference)

I.7 3452.227-72 ADVERTISING OF AWARDS (AUG 1987)
(Reference)

I.8 3452.228-70 REQUIRED INSURANCE (AUG 1987)
(Reference)

I.9 3452.237-71 SERVICES OF CONSULTANTS (AUG 1987)
(Reference)

I.10 3452.242-70 LITIGATION AND CLAIMS (AUG 1987)
(Reference)

I.11 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987)
(Reference)

I.12 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)
(Reference)

I.13 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES
(Reference)

I.14 3452.243-70 KEY PERSONNEL (AUG 1987)
(Reference)

I.15 3452.247-70 FOREIGN TRAVEL (AUG 1987)
(Reference)

I.16 52.203-3 GRATUITIES (APR 1984)
(Reference 3.202)

I.17 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.18 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(Reference 3.503-2)

I.19 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.20 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.21 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.22 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
(Reference 3.808)

I.23 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(Reference)

I.24 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409)

I.25 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
(Reference)

I.26 52.215-2 II AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)--ALTERNATE II (APR 1998)
(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.27 52.216-7 ALLOWABLE COST AND PAYMENT (MAR 2000)
(Reference)

(The following clause shall apply to cost plus fixed fee contracts.)

I.28 52.216-8 FIXED FEE (MAR 1997)
(Reference 16.307)

I.29 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
(Reference)

I.30 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)
(Reference)

I.31 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(Reference)

I.32 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
(Reference 22.103-5)

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

I.33 52.222-3 CONVICT LABOR (AUG 1996)
(Reference 22.202)

(The following clause shall apply as prescribed in FAR 22.8.)
I.34 52.222-26 EQUAL OPPORTUNITY (FEB 1999)
(Reference)

(The following clause shall apply as prescribed in FAR 22.1308.)
I.35 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.36 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.37 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
(Reference)

I.38 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
(Reference)

(The following clause shall apply as prescribed in FAR 25.109.)
I.39 52.225-3 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM (FEB 2000)
(Reference)

I.40 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)
(Reference)

I.41 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
(Reference 27.201-2)

I.42 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
(Reference 27.202-2)

I.43 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (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.44 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.45 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
(Reference)

(The following clause shall apply if the contract is subject to modified CAS coverage.)
I.46 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.47 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)
(Reference)

I.48 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
(Reference)

I.49 52.232-17 INTEREST (JUNE 1996)
(Reference 32.617)

(The following clause shall apply when the contract is fully funded.)
I.50 52.232-20 LIMITATION OF COST (APR 1984)
(Reference 32.705-2)

(The following clause shall apply if the contract is incrementally funded.)
I.51 52.232-22 LIMITATION OF FUNDS (APR 1984)
(Reference 32.705-2)

I.52 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)

I.53 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.54 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
(Reference)

I.55 52.233-1 DISPUTES (DEC 1998)
(Reference)

I.56 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
(Reference 33.106)

I.57 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(Reference 42.802)

I.58 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 42.903)

I.59 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)
(Reference 42.1305)

I.60 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)
(Reference 43.205)

I.61 52.244-2 II SUBCONTRACTS (AUG 1998)--ALTERNATE II (AUG 1998)
(Reference)

I.62 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference)

I.63 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)
(Reference 46.305)

I.64 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)

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 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.

J.1 309-1a LIST OF ATTACHMENTS (APRIL 1984)

A - Statement of Work
B - FIPS & FED-STDs
C - Past Performance form
D - Subcontracting Plan form - for reference only

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).

_____ ED-01-R-0011
(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 CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND ADDRESS, OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____
_____	_____

(End of provision)

K.12 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is $5.0 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.

(4) [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 veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," 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.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," 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, HUBZone 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 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, 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 if the offeror has waived the evaluation preference.

/_/ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

K.14 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 its 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.15 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 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.16 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.17 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.18 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.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 2000)

(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) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; 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 52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (FEB 2000)

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

"Component" means any item supplied to the Government as part of an end item or of another component.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost,

including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means supplies delivered under a line item of a Government contract.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act--Balance of Payments Program Certificate."

(End of clause)

K.22 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

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

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

/_/ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.) Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

_____

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

/_/ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows: Date of Disclosure Statement:

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

_____

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

/_/ (3) Certificate of Monetary Exemption.

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

/_/ (4) Certificate of Interim Exemption.

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

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

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

/_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

/_/ YES /_/ NO

(End of provision)

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.3 311-1 TYPE OF CONTRACT (MARCH 1986)
The Government contemplates award of a Cost Reimbursement plus Award Fee and Fixed Fee type contract from this solicitation.

L.4 311-17 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.5 311-2 GENERAL INSTRUCTIONS (APRIL 1999)
The following instructions establish the acceptable minimum requirements for the format and content of proposals: Your special attention is directed to the requirements for technical and business proposals and past performance report to be submitted in accordance with these instructions. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Copies of general provisions may be obtained by contacting the Contracting Officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included. The proposal must be prepared in three parts: A "Technical Proposal," "Business Proposal," and a "Past Performance Report." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. The proposal must be signed by an official authorized to bind your organization. You must submit an original and 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, Rm. 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.

L.6 311-3 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: See clauses L.7 "Proposal Development" and L.15 52.215-1 II "Instructions to Offerors"

L.7 PROPOSAL DEVELOPMENT

The following requirements supplement the proposal requirements specified elsewhere in this RFP.

I TECHNICAL PROPOSAL

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. Offerors must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. The technical proposal must describe the offeror's plans to accomplish each task producing each deliverable. The technical proposal must contain the following sections:

I.A. Table of Contents

I.B. Introduction - This section must present the offeror's conceptualization of the purposes, products, and methodologies of the study. This section should also include a short summary of the offeror's qualifications and strengths relevant to the study.

I.C. Work Statement - The offeror must organize by task and subtask descriptions of the work to be performed and the methods to be used. Each task should be presented under separate heading with the same numerical designations and order as presented in Attachment I (the Statement of Work). This section should also include a discussion of anticipated problems and proposed means for overcoming them, including mixed mode of data collection.

As part of their technical proposal, offerors must describe in detail at least three aspects of their web-based data collection procedures, This must include but not be limited to the following:

Self-administered survey (assume 20-25% if sample will complete the survey over the web)
?? Notification letters
?? ID and password procedures
?? Phone and e-mail follow-up
Telephone interviews (assume 60-65% will complete via telephone interviews)
?? Metering cases
?? Flow for interview
?? On-line coding systems
Field work assignment (assume 20-25% will require field work)
?? Data collection systems
Nonrespondent sampling plan, if necessary
?? Decisions/options memo (option)
?? Sampling plan (option)
?? Incentive plan (option)

A proposal for a task or subtask may be a detailed amplification by the offeror as to how the tasks or subtasks will be implemented. Any variations on the specifications for deliverables defined in this RFP must be accompanied by a technical and/or management rationale, and a separate rate statement if the variation affects the cost of implementing the study. Alternative proposals will be adopted if overall performance would be improved and if they are in the best interests of the government. Alternative proposals that deviate from any requirements of this RFP must be clearly identified (see clause 52.215-1 II (c)(9) for alternate proposals).

I.D. Management, Staffing, and Scheduling - For effective and successful completion of this study, an effective management plan must be in effect which enables the implementation of inter-related tasks on schedule and within parameters of the best and final cost proposal. Proposals in response to this procurement should demonstrate a clear understanding of the complexity of the tasks and present an effective management system. Offerors must list the key personnel proposed, their proposed responsibilities, percentage of time each is committed to the project, and other contractual obligations for each during the course of this award.

An organizational chart must be provided which indicates all personnel (key personnel should be so indicated), their time commitments to each task, and the proposed lines of responsibility and authority, coordination, and communication within the offering organization and with subcontractors (if any), with consultants, and with NCES. Time commitments are to be expressed in person hours and shown in separate tables per task (and total) form.

In addition to the manpower loading table, the offeror should submit both a schedule for task activities and for the delivery of products, and charts (e.g., GANTT charts) showing activities plotted on a time scale.

I.E. Qualifications and Availability of Project Personnel - For all except clerical staff, 2-page (maximum) resumes should be provided showing each person's professional background, including specializations and degrees held, and relevant professional experience. These resumes should also indicate reference contacts (including addresses and phone numbers for both Federal and non-federal CORs). A chart must be submitted showing the major personnel's expertise and experience relevant to the study. Include **only individuals who have a significant time commitment** on relevant tasks. A chart must also be submitted showing major personnel and their overall commitment to this project and expected commitment to all other projects.

Staff Qualification Requirements

The offeror must provide staff who have technical expertise, knowledge, and experience all areas related to this study. These areas include: educational research, survey methodology, complex statistics and sampling methodologies, imputation methodologies, the implementation of conversational web-based systems, the development of integrated software systems such as the IMS, postsecondary education, locating difficult to trace samples of individuals, field data

collection, and gaining cooperation from a large and diverse number of people. Key personnel assigned to this project must have successful experience in: 1) studies of the transitions from education into the labor force; 2) studies of the effects of individual and contextual variables on education, occupation, and personal development; 3) studies relating to minority concerns; and 4) studies of longitudinal data with many inter-related data sets; 4) web collection experience.

The project director (PD) must have experience in managing and conducting large scale surveys, preferably longitudinal surveys. The PD must be a good problem solver, communicator, and team builder. The PD must be capable of identifying problems early or anticipating them before they occur. Because of the nature of this project, the project director should personally have (or be closely assisted by someone who has) expertise in the use of PC's and web collection experience. If a management team is proposed, there should be clear lines of authority and responsibility. Further, the offeror must provide evidence that the management team has worked well together in the past. The project director (together with the technical director if a management team approach is proposed) must have full-time commitment to the project and be prepared to maintain this commitment over the critical stages of the project.

Other key staff must be persons with a long range commitment to the project. The competencies of these persons should compliment those of the project director. These individuals should be experienced in working as part of a project team. They must be people with demonstrated ability to meet deadlines and produce high quality products within budget.

I.F. Corporate Experience - This section should describe the offeror's relevant past and current experience in conducting studies of a similar comparable nature. Brief summaries of such work should be submitted, including the names, current affiliations, and current telephone numbers of project directors. All similar federal contracts should be included. (Overlap between those names included with project personnel, and in the past performance report, is acceptable).

II. BUSINESS PROPOSAL

The following requirements are in addition to all requirements specified in L.8 311-4a Business Proposal Instructions. This contract will be an incrementally funded, 42-month, cost reimbursement plus award fee and fixed fee type. Therefore, offerors should prepare cost proposals by task and subtask, and show estimated cumulative funds consumption by quarter. Additionally, offerors should provide a budget summary for each year and for the total length of the project. The business proposal should be prepared for the 42-month period, exclusive of any possible option periods. Option periods will not be evaluated with offers. (See clause 52.217-3.)

In the business proposal, offerors should repeat the staffing plan from the technical proposal, in comparable format, and show the dollar cost, by task and subtask, for each person for each assignment. Cost estimates for each task and for the full study should contain breakdowns of direct charges for personnel, materials, supplies, consultants, equipment, telephone, printing, and all other major budget items. This itemized budget should include documentation of overhead costs. Costs for subcontractors should be fully justified, including explanation of need and methodology for the acquisition (competitive procedures, price reasonableness, etc.).

**Note - for proposal purposes, Subtask 1.3 should be assumed to require 6 two-day panel meetings in Washington, D.C., convenient to the NCES offices. The contractor must pay for all associated expenses for each meeting, including travel, meeting rooms, lodging (for out of town members), and per diem for non-Federal members.*

III. PAST PERFORMANCE REPORT

Past Performance will be a substantial factor in evaluation for award. The following information should be part of the submission discussed in L.13 314-1 Past Performance Report.

The offeror should be able to show demonstrated ability to conduct studies at the level and complexity required by this contract. The corporation must possess functional expertise in the following areas:

a. The design and use of national statistical samples of postsecondary education institutions and persons;
b. The preparation of OMB clearance packages;
c. The conduct of large scale web-based operations;
d. The processing, maintenance, and control of large data bases;
e. The development and implementation of confidentiality systems;
f. The development of data files which can be used to merge information from multiple data sets;
g. The development of clear and complete documentation for data files;
h. The weighting of complex samples and the imputation for missing data by multiple methods; and
i. Preparation of materials which meet NCES standards.

In addition, the firm undertaking the work must have performed well on other projects of similar size and scope, and demonstrate: low turnover of key staff, high quality control standards, adherence to budget limitations, responsiveness to the government contract specialist and NCES COTR, and timeliness and acceptability of project deliverables. The ability to **meet deadlines** and produce **high quality products within budget** is of utmost importance.

In addition to the following clause, also see L.7 Proposal Development, part II, for additional business proposal instructions.

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

E. Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following:
   (1) The offeror's financial capability; including detail for the accounting system and controls employed by the offeror;
   (2) the offeror's capability to meet delivery or performance schedules;
   (3) the offeror's record of past performance, including a listing of references with contract and grant numbers and the addresses and phone 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:

Nicole Ragno
U.S. Department of Education
Room 3616, ROB-3
7th and D Streets, SW
Washington, DC 20202-4447
fax: 202-708-9817
email: Nicole_Ragno@ed.gov

ED will accept clarification questions until March 6, 2001. 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).

A sample Past Performance form, as discussed in the following clause, is attached to this RFP as Attachment C. Also see L.7 Proposal Development, part III, for additional past performance report instructions.

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 52.215-20 IV REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST PRICING DATA (OCT 1997)--ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required. (b) Provide information described below:

As part of its business proposal, the offeror shall submit information to help the contracting officer determine the reasonableness of the proposed price and assess cost realism. The offeror should include at least the following information:

The estimated cost and fee (if any) for the base contract period and for any option periods;
Salaries of proposed key personnel;
Number of hours proposed for key personnel;
Indirect cost rates used in preparing the cost proposal;
Any property or equipment costing over $1,000 proposed for purchase; and
Significant assumptions used, such as inflation rates for subsequent years.

The offeror may use the format indicated in Table 15-2 of 15.408 or its own format for this information. The offeror may include other information to show that the offeror can complete the work at the proposed price.

The contracting officer reserves the right to require cost or pricing data if the contracting officer subsequently determines that none of the exceptions under FAR 15.403-1 apply and that the contract amount exceeds the threshold at FAR 15.403-4(a)(1).

L.15 52.215-1 II INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)--ALTERNATE II (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 working 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.

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(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 if wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction 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 offeror(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 without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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 or proposals in the competitive range to the greatest number

that will permit an efficient competition among the most highly rated proposals.

(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 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract

performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR Part 124, Subpart B;

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

(3) Where the concern is owned by one or more 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

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

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That 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) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

The plan discussed in the following clause will be required by the Contracting Officer prior to award. A form for the plan is attached to this solicitation as Attachment D for offerors' reference. Plans DO NOT need to be submitted with initial offers, but negotiation of a successful plan is required before award.

L.18 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

(a) This clause does not apply to small business concerns.

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

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small

business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns,

veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to

give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial planas.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant

NAICS Industry Subsector report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

L.19 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet is subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

L.20 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.21 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:

Helen M. Chang
Contracting Officer
U.S. Department of Education
Room 3616, ROB-3
7th and D Streets, SW
Washington, DC 20202-4447

(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)

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. Technical Evaluation Criteria are found in clause M.2.

M.2 TECHNICAL EVALUATION CRITERIA

FACTORS		POINTS
1.	**QUALITY OF B&B:93/2003 DATA** The proposal shall be rated on the expected quality of the resulting data. The expectation of quality depends upon descriptions of the nature, magnitude, details, and problems of the work to be performed, and proposed solutions; capabilities of the systems proposed; plans to produce high total and effective response rates and low item refusal rates; and user-friendliness.	30
2.	**QUALITY OF PROJECT MONITORING SYSTEM (IMS)** The proposal shall be rated on the expected quality of the project monitoring system (IMS). The expectation of quality depends upon the descriptions of components, the timeliness of information, anticipated problems, anticipated solutions, and the degree of access to the system.	15
3.	**PROJECT MANAGEMENT, ORGANIZATION, AND CONTROL** The proposal shall be rated on its discussions of the management, organization, and control of the project. Ratings will be based on the offeror's ability to propose an efficient organization of staff; clear lines of authority and responsibilities; proposed scheduling of activities for timely completion of tasks and project, and control of tasks and allocations of resources that will ensure the timely completion of deliverables within budget.	15
4.	**QUALIFICATIONS, EXPERIENCE AND COMMITMENT OF PROJECT STAFF** The proposal shall be rated on the qualifications, experience and time commitments of the proposed Project Director and key staff. This will include breadth and depth of experience in survey methodology; validation studies; sampling; data collection; establishing and maintaining large-scale surveys, complex systems and data bases; management skills; and up-to-date technical expertise in a variety of relevant computer based hardware and software technologies.	30
5.	**CORPORATE EXPERIENCE** The proposal shall be rated on the extent to which the organization has been successfully engaged in performing complex data collections. This will involve demonstrated experience in the ability to develop an efficient and effective computer assisted telephone interview system, the possession of, or ready access to, equipment and software to quickly and efficiently generate displays of data for corrections or simple analysis, the ability to efficiently produce data bases, tabulations and graphs suitable for informal presentations, and the development of camera-ready copy for use in public distribution documents, briefing materials, or speeches.	10
	TOTAL TECHNICAL POINTS	100

M.3 ADDITIONAL FACTORS FOR AWARD

In addition to the evaluation criteria outlined in M.1 and M.2, offerors' attention is directed to the following issues:

1. Please see section K, clauses 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, and 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns. Evaluation of offers will include a 10% price preference for both small disadvantaged business concerns and HUBZone small business concerns. A concern that is both a HUBZone small business concern and a small disadvantaged business concern shall receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (48 CFR 19.1307).

2. Small business subcontracting plans, as outlined in 52.219-9 and Attachment D to this RFP, will be required prior to award to an offeror who is a large business. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract (48 CFR 52.219-9 (c)). Offerors who are large businesses are encouraged to highlight available subcontracting opportunities in their initial proposals. Small business concerns are encouraged to highlight their small business status by completing the required clauses in Section K and by any other chosen means.

M.4 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

(End of provision)