

2. CONTRACT NO.	3. SOLICITATION NO. ED-99-R-0026	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 06/30/1999	6. REQUISITION/PURCHASE NO. EDOVAE-99-000028
-----------------	-------------------------------------	--	------------------------------	---

7. ISSUED BY Contracts and Purchasing Opr., Group B U.S. Dept. of Education, Rm 3636, ROB-3 Seventh and D Streets SW Washington, DC 20202-4445	CODE CPOB	8. ADDRESS OFFER TO (If other than Item 7)
--	--------------	--

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

SOLICITATION

9. Sealed offers in original and 6 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 "Issued By" block until 14:00 PM local time Jul 29, 1999
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Jena Mittleman JXM	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 708-9229
---------------------------	----------------------------------	---

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-1	X	I	CONTRACT CLAUSES	39-42
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6-19	X	J	LIST OF ATTACHMENTS	43-49
X	D	PACKAGING AND MARKING	20-20	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	21-21	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	50-59
X	F	DELIVERIES OR PERFORMANCE	22-22				
X	G	CONTRACT ADMINISTRATION DATA	23-25	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	60-83
X	H	SPECIAL CONTRACT REQUIREMENTS	26-38	X	M	EVALUATION FACTORS FOR AWARD	84-86

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at 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)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
--	--	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

SECTION B
 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
	OVAE Tech support, research, & policy analysis				
0001	Provide the Office of Vocational and Adult Education (OVAE) of the U.S. Department of Education with technical support in data assembly, data analysis, policy analysis, and evaluation as set for in the attached Statement of Work.	1	EA	_____.	_____.

END OF SECTION B

SECTION B

B.1. 301-17

PROVISION FOR PRICING AND PAYMENT (APRIL 1997)

- (a) The total not-to-exceed amount of this contract is \$_____ Payment of that amount shall be made in accordance with the incorporated clause entitled "Payments Under Time and Materials and Labor-Hour Contracts", "Payments Under Fixed Price Research and Development Contracts", or "Payments", whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified.
- (b) The Contractor shall take appropriate steps to insure that the ceiling price stated in Paragraph (a) above is not exceeded. The Government is not liable for any costs incurred which exceed the amount set forth above. The Contractor is further required to give written notice any time it estimates that the current funding ceiling is inadequate to cover the cost of its continued performance for a period of more than 60 days or until the end of the current term of the contract if less than 60 days.
- (c) In consideration for services performed under this contract, the Contractor shall be paid in accordance with the prices set forth in the Pricing Schedule (See Attachment _____).

B.2. 301-21

CONTRACT AMOUNT INCREASE/DECREASE (APRIL 1997)

- (a) The Government shall have the right to unilaterally increase the not-to-exceed amount of this contract at any time in order to provide sufficient funds to cover the anticipated quantity of services and supplies for the remainder of the contract term. Additional funds will be obligated on appropriate contract modifications signed by the Contracting Officer. Such funding modifications shall state the existing total contract amount, the amount of increased funding, and the new total contract amount.
- (b) The Government shall also have the right to unilaterally decrease the amount of this contract in the same manner as above.

B.3. 301-22

CONTRACT DEFINITION (APRIL 1997)

- (a) This is a firm fixed price, indefinite delivery contract, as defined under Subparts 16.202 and 16.5 of the Federal Acquisition Regulation for fixed price task orders.
- (b) This is a time and materials, indefinite delivery contract, as defined under Subparts 16.601 and 16.5 of the Federal Acquisition Regulation for task orders which are designated by the Contracting Officer as time and materials task orders.

B.4. 301-23

LABOR CLASSIFICATION AND RATES (APRIL 1997)

- (a) The labor rates listed in the pricing schedule shall be the firm fixed hourly rates of charge for personnel provided under this

SECTION B

contract. The labor rates shall be complete charges, inclusive of all wage payment, overhead, indirect costs and profit application.

(b) Personnel supplied under the classifications shall minimally meet the qualification levels for each labor category included as part of the Statement of Work. Only permission of the Contracting Officer may permit use of other qualified personnel. Rates and qualifications for other labor classifications, if required, shall be formally set via contract modification.

B.5. 301-24b

PRICING SCHEDULE (ALTERNATE I)(APRIL 1997)

The prices for services set forth in the Pricing Schedule shall apply for payment purposes for all quantities acquired under this contract. The Contractor may not charge the Government for any services associated with this contract at any prices or rates other than those specified in the Pricing Schedule.

The pricing schedule is attached to this contract as Attachment B _____

B.6. 301-26b

CONTRACT MINIMUM/MAXIMUM (APRIL 1997)

The minimum amount for this contract is \$3,000 The maximum amounts for each year are: \$ 6 Task Orders

B.7. 301-27

MATERIALS REIMBURSEMENT (TIME AND MATERIALS TASK ORDERS)(APRIL 1997)

(a) Labor exclusive direct costs (other direct costs), including expenses for materials, direct travel, lodging and subsistence and other necessary supportive items or services related to Time and Materials Task Orders shall be directly reimbursed as directed.

(b) No direct cost shall be reimbursed unless allowable under the cost principles of Part 31 of the Federal Acquisition Regulations. Reimbursement of other direct costs shall be governed by the incorporated clause entitled "Allowable Cost and Payment".

(c) A material handling overhead shall be separately reimbursed. That shall apply as a set percentage of direct materials expenditures. The material handling overhead rates for Time and Materials Task Orders are as follows:

Base Year = _____ %
Option Year I = _____ %
Option Year II = _____ %
Option Year III = _____ %
Option Year IV = _____ %

SECTION B

(d) The material handling overhead rates listed above include only indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures consistent with FAR Part 21 and do not contain fee or profit.

(e) This clause shall only apply to the reimbursement of costs incurred under time and materials task orders.

(End of Section)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. 302-2

SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, below. 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. _____

RESEARCH, POLICY ANALYSIS, AND TECHNICAL SUPPORT

FOR THE DIVISION OF NATIONAL PROGRAMS

OF THE OFFICE OF VOCATIONAL AND ADULT EDUCATION

STATEMENT OF WORK

A. OVERVIEW

The purpose of this contract is to provide the Department of Education and the Division of National Programs (DNP) with technical support in research, data analysis, policy analysis, evaluation, and technical support through an indefinite-quantity contract with all work being issued through fixed price or time and materials task orders. Technical support will be required on an as-needed basis. A quick-turnaround basis may be needed, brief work requests

The contract shall involve literature reviews and syntheses, statistical and descriptive analyses, collection of new data and information (case studies, small-scale surveys and focus group consultations), data and policy analyses; acquisition and updating of data bases; and descriptive and outcome evaluations relating to program performance and/or Federal education policy.

This contract shall provide technical support to the Department across a wide range of subject areas relating to key issues in:

- X vocational education, career development and workforce development
- X adult education, literacy and lifelong learning
- X secondary - postsecondary transitions
- X education reforms at the secondary and postsecondary levels
- X program accountability and assessment

Some specific areas of interest to DNP include:

- X Effective strategies for comprehensive high school reform.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

X State and local implementation of program requirements under the new legislation.

X Preparation, recruitment, and professional development of teachers.

X Accountability and performance measurement at the Federal and State level.

To accomplish this work, the contractor shall be skilled in identifying key evaluation and policy issues, developing questions across a range of educational programs, and substantiating issues and questions with the appropriate literature. The contractor shall have expertise in Federal education policy analysis and program evaluation. The contractor shall possess expertise in data processing, statistical methods for social program data analysis, and survey and case study methodology.

B. Background

The Division of National Programs (DNP) administers and acts as principal program advisor on all national discretionary programs in vocational and adult education. This includes responsibility for funds appropriated under the Carl D. Perkins Vocational-Technical Education Act Amendments of 1998 (Perkins III), the Workforce Investment Act of 1998, the Appalachian Redevelopment Act, the School-to-Work Opportunities Act of 1994, as well as other discretionary funds transferred and allotted to OVAE. Specifically, under Title I, Part A, Section 114 of Perkins III, the Secretary of Education, through OVAE, is authorized to conduct research, development, dissemination, evaluation, and assessment activities that are related to the purposes of the Perkins Act. The Division of National Programs produces a range of products, including: short pieces such as information and decision memos, issue briefs, research reviews and syntheses, background papers, small evaluations of education programs and processes, and data tables and graphs. Products often require assembling of relevant data, literature, and other information; data processing and tabulation; analysis; and narrative, tabular or graphical display of results. In most cases, data are already available in existing data files or reports, although occasionally data collection is required.

To produce these products, DNP often needs additional technical support in the areas of data assembly and collection, data processing, statistical analysis, policy analysis, and program evaluation related to Federal policy analysis.

Products from DNP provide information used in education policy-making and program design by U.S. Department of Education officials, such as the Under Secretary, the Office of Management and Budget and White House staff, Congress, State and local educational agency officials, and persons throughout the U.S. interested in educational policy and reform. Information provided to these users must be highly accurate and presented in a clearly understandable format.

C. Types of Task Order Activities/Requirements

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Task order statements of work issued by the Department to the contractor shall contain the following sections: background; purpose of task; activities, including required deliverables; and a schedule for deliverables. The length of individual task orders usually will be four to eight months in duration.

Level of effort for specific task orders under this contract shall vary considerably -- from about 750 staff hours plus other direct costs (such as travel, telephone, and consultant costs) to as many as 3,000 staff hours plus other direct costs.

Task orders shall involve one or a combination of the following activities.

Activity 1: Develop Research Design

The contractor shall develop a research design for evaluation studies and other analyses. This design shall lay out central policy and evaluation research questions to be examined; the national implications of proposed research design and how the design will address relevant educational issues; characteristics of the population/sample to be studied; key indicators of individual or program performance; identification of relevant data files and sources and description of potential problems with the data; a sampling plan (if appropriate); data collection plan (including data base design); data analysis plan (including proposed statistical and descriptive analyses and table shells); and the reporting plan.

A typical deliverable for this activity shall be an analysis or research plan.

Activity 2: Identify and Assemble Existing Data Bases

The contractor shall identify, assemble, and, if necessary edit existing data bases and accompanying technical documentation relating to particular areas of interest. Activities shall include: (a) providing a list of relevant data bases for review; (b) reviewing the data file(s) for accuracy, (c) correcting erroneous data, (d) merging the data file with other files, (e) extracting subset data files for analysis, (f) documenting the data base, and (g) providing a briefing to ED staff on the data base and documentation.

All data systems and ADP-related products of this contract shall conform to the Department of Education's Software Life Cycle Management and Documentation Manuals, Security Standards Manual, and applicable Federal Information Processing Standards (FIPS) as defined in the ADP Standards Checklist in Section J of this RFP/contract.

Typical deliverables shall include a list of data bases providing information on a particular evaluation or policy issue; establishment of a file or files on an approved computer facility or on microcomputer diskette suitable for input into DNP's microcomputers; documentation; briefing.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Activity 3: Collect Data

The contractor shall collect information/data on a wide range of issues following Office of Management Budget (OMB) regulations and directives. All data collection shall be performed in accordance with OMB regulations for information management and compliance. Data collection activities that require OMB clearance shall not take place prior to approval of forms clearance packages by OMB.

Activities shall include one or more of the following: (1) identifying key indicators of performance; (2) developing data collection instruments, including telephone and mail questionnaires, protocols, and other relevant instruments, that include, as appropriate, key indicators of performance; (3) preparing forms clearance packages for ED to submit to the Office of Management and Budget following procedures under the Paperwork Reduction Act and 5 CFR 1320; (4) convening conferences and symposia, (5) collecting information/data by conducting telephone, personal or group interviews, sending out mail questionnaires, or conducting case studies; (6) reviewing completed instruments for accuracy and correcting errors; (7) inputting data into a data base or appropriate format for analysis; and (8) delivering the data to ED.

Typical deliverables shall include data collection instruments, forms clearance packages, lists of performance indicators for specific programs, lists of case studies, hard copy of raw data, or a data base located on an approved computer facility or on microcomputer diskette.

Activity 4: Conduct Literature Search

The contractor shall conduct literature searches. Activities include developing criteria to use when selecting documents; collecting documents; and reviewing documents for relevant information.

A typical deliverable for this activity shall be an annotated summary of documents that provide a range of views on a particular evaluation issue.

Activity 5: Analyze and Synthesize Data

The contractor shall analyze data and information assembled or collected under the procedures under the preceding activities. The contractor shall follow a research design or analysis plan as specified under activity 1.

In some task orders, the Department may require that the results of analyses and syntheses be provided to ED for review prior to inclusion in final deliverables such as the final report. This preliminary review will be specified in the scope of work.

Activity 6: Report Results and Findings

The contractor shall report results and findings in draft and final form. Both the draft and final reports shall typically include an executive summary

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

an introduction that provides an overview of the issues, educational program or population involved, and the research questions being addressed; a description of the research design and methodology employed; a literature review; relevant data and case study descriptions; tables and graphs; interpretations of results; and implications for educational policy. Complex or politically sensitive reports may require more than one draft. Final reports shall reflect the comments of ED staff.

Narrative reports shall be concise and clear. In most cases, reports must be written in non-technical language suitable for high-level policy-makers and educational administrators.

Typical deliverables shall include draft and final narrative reports, tables, charts/graphs, and oral briefings accompanied by appropriate summary materials.

Activity 7: Quick-turn-around Support/Work Requests

Frequently the Department has a specific need for quick-turnaround work. These assignment will typically requires work to be completed within 10 working days and will be requested by the Contracting Officer through a "Work Request" authorizing a not-to-exceed number of labor hours and other direct costs. All work requests must be within the scope of work of this contract. No work will be performed outside the scope of this contract statement.

At a minimum, each specific Work Request shall contain the following:

- X A control number. Each task numbered consecutively.
- X A complete description of the specific work required in relation to the task order statement of work.
- X The deliverables that are required.
- X A not-to-exceed number of hours for each labor category and other direct costs.
- X The due date, as specified.
- X Estimated hours, not-to-exceed hours for each labor category.

All work requests shall be issued in writing by the Contracting Officer, and are subject to the terms and conditions of this contract.

The contractor shall be required to submit a copy of each work request with the completed date, along with their invoice, in order to be paid for that request.

Activity 8: Planning and Facilitating Conferences and Institutes

The Institute concept is a new technical assistance and strategic planning model. Institutes bring together small decision-making teams representing a broad range of key stakeholders at the State or local level, to participate in plenary sessions, panel discussions and intensive planning sessions with facilitators and content experts, in order to develop in-depth strategic plans for accomplishing specific vocational and adult education related

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

objectives.

The contractor shall, in consultation with OVAE staff, plan and implement institutes and conferences. Conference and institute support needs, include: site selection; identification of facilitators/trainers; travel planning; design and production of graphics and signage; formatting and reproduction of course curricula and resource materials; coordination of on-site logistics developing, managing and recording registration; production of registration packets, nametags and name tents; coordination and planning of audio/visual needs; assisting speakers and presenters with travel and preparation of materials; distribution and collection of evaluation forms; post-training follow-up and reporting; and transcription of facilitator notes and proceedings.

The contractor's staff may also serve as facilitators and/or content experts for conferences or institutes. The contractor shall compile and maintain, on an accessible database, information and data on past institutes and conferences, such as the names of facilitators and content experts, and strategic planning instruments used to accomplish the various goals of both institutes and conferences.

Typical deliverables shall include completing products and services listed above for a specific institute or conference, including evaluations and follow-up materials.

D. Deliverables

Specified below are examples of final deliverables that shall be required of task orders.

1. Briefings. The project director or assigned key staff member shall provide briefings to the Contracting Officer's Technical Representative (COTR) and other ED staff on the status of work under each task order. Briefings may also be held to apprise ED staff of study findings and to provide ED staff with information on accessing and using data bases. Most briefings shall be by telephone, but some task orders may require on-site briefings at the Department of Education. Each task order statement of work shall specify the number and types of briefings required. Appropriate materials shall be provided for the briefing (e.g., report summaries, overhead transparencies).

2. Draft Final Reports. All work performed under each task order shall usually be summarized in a draft final report. The draft final report shall be reviewed by the ED COTR and by any other reviewers that the COTR designates to review the report (such as panels of experts). Two copies shall be sent to the COTR unless otherwise specified in the task order. In all cases, ED will provide comments to the contractor within 30 calendar days of receipt of the draft final report. For less complex task orders, ED may provide the comments more quickly. (The time shall be specified in each task order scope of work.) If more than one draft is required, the Department will include this information in the task order statement of work.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

3.Final Reports. The contractor shall revise the draft final report to incorporate the comments supplied by ED. The contractor shall submit the final report no later than 30 days after the contractor receives comments from the ED COTR. The contractor shall submit 10 copies to the COTR and one copy on a 3 1/2" diskette, to the greatest extent practical and where applicable to the Contracting Officer. (In cases where more than 10 copies of the final report are needed, the Department will include this information in the task order statement of work.) In addition, the contractor shall submit one copy of the final report to the national Technical Information Repository, Department of Commerce, 5245 Port Royal Road, Springfield, VA 22162, by cover letter indicating that the report was prepared under this contract (indicate contract number).

4.Data Tapes and Supporting Documentation. Task orders which require development, updating or revision of data bases located on an approved mainframe computer facility may require that data tapes and supporting documentation be delivered to ED. Each task order scope of work will specify whether or not data tapes and supporting documentation shall be required deliverables. Documentation for data files and data tapes shall meet specifications established by the Department of Education and the FIPS PUBS

specified in the ADP standards checklist for data files, in Section J of this RFP. Data files shall also be in accordance with the ED Host Facility standards, including labeling, naming convention. Data tapes are to be in a format that shall maximize transportability.

5.Computer Programs. Documented copies of computer programs used to analyze data shall be delivered under any task order that specifies the development of such programs. Copies of computer programs used to analyze data shall be delivered at the Department's request. These programs shall contain complete internal documentation.

6.Microcomputer Data Files. Microcomputer data files, including text documents, data bases, spreadsheets, graphs, and other types of files, when required by task orders, shall be IBM PC-compatible. The contractor shall provide complete documentation of files.

The contractor shall have a conversion program to convert their word processing software to Word, if Word is not available on their equipment.

7.Results of Intermediate Data Analyses. To assess the progress of work under each task order, ED may require that the contractor provide results of critical analyses be provided to ED for review. Narrative reports, other than brief explanatory notes, will not be required with the analysis results.

8.Graphics. Under some task orders, the contractor shall be required to produce charts, slides, or overhead transparencies to supplement the reports. The need for graphics will be specified in the task order.

E. Staff Qualifications

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Project Director, Senior Researchers, and Senior Programmers are considered key project staff. Project staff shall have training and experience in the following areas:

Project Director. The Project Director (PD) will be responsible for the overall direction and management of contractor activities. In order to carry out successfully the performance of the contract, the PD must have qualifications and experience in the following areas:

(a)Project Management. The PD must have experience (3 years or more) in leading and managing multiple research projects involving a range of expert staff. That experience shall include monitoring the budget of a large contract, coordinating multiple tasks, adhering to project schedules, ensuring the quality and timeliness of contract deliverables, and dealing with Federal, State, and local agencies and offices on sensitive policy issues. The PD's resume shall include the names, addresses, and telephone numbers of three Federal references for which they have worked.

(b)Education Policy Issues. The PD shall have an advanced degree in the social sciences or education and demonstrated experience (at least 5 years) in analyzing educational policy issues and evaluation of educational programs. That experience shall include background knowledge of Federal education policy; the education research and evaluation literature; Federal law and regulations for education programs; State and local education policies and programs; and the interaction of Federal, State, and local rules and policies. Specific content areas of knowledge shall include at least two of the following areas: Federal, State, and local adult education, special education, vocational education, vocational rehabilitation programs, or programs for students at risk.

(c)Data Processing and Data Analysis. The PD shall have demonstrated experience (at least 3 years) necessary to direct the processing and analysis of computerized data files. That experience shall include knowledge of and experience with existing data bases relevant for education policy analysis and the application of statistical techniques.

Senior Researcher. The Senior Researcher (SR) will design, conduct, and interpret the analyses of education policy issues and evaluation of educational programs, working with programmers to conduct the processing and analyses of education related data files. The SR must have skills and experiences in the following areas:

(a)Educational Policy Research. The SR shall have an advanced research degree in the social sciences or education and demonstrated experience (at least 3 years) conducting educational policy research at Federal, State, and local levels in at least two of the following areas: adult education, special education, vocational education, vocational rehabilitation programs, or programs for students at risk.

(b)Education data. The SR shall have demonstrated experience conducting analyses with educational data files. That experience could include work with education data files such as those from the High School and Beyond Study the National Longitudinal Surveys of Youth (U.S. Department of Labor), the

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

U.S. Census Bureau's decennial population census and Current Population Survey, including the school district population file, and the National Assessment of Educational Progress High School Transcript Study.

(c)Research Methodology. The SR shall have demonstrated experience with a wide variety of research methodologies and statistical techniques appropriate for education policy analysis and program evaluation, including case study, panel, and survey methodology; methods for collecting data from State and local education agencies; descriptive and multivariate statistical techniques such as psychometric techniques, event history analysis, multiple regression and analysis of variance, and structural equation modeling.

(d)Report Preparation. The SR shall have demonstrated experience producing analytical reports (at least 5 reports) appropriate for education policy makers with little technical background. These reports shall be based on descriptive and multivariate techniques. In addition, the SR must be able to summarize analytic findings in oral presentations.

Senior programmers. The Senior Programmer (SP) will process and manipulate large, complex data files according to directions specified by the Project Director and Senior Researchers. The SP must have skills and experience in most of the following areas:

(a)Processing Education Data Files. The SP shall have demonstrated experience (at least 3 years) in the manipulation and processing of large, complex (e.g. longitudinal and hierarchical) data files such as those listed for Senior Researchers in part (b) above.

(b)Statistical Packages and Languages. The SP shall have experience (at least 3 years) with SPSS, SAS, BMDP, and other statistical packages in conducting both descriptive and multivariate statistical data analyses appropriate for education policy analysis and program evaluation such as those listed for Senior Researchers above. The SP must be able to create new statistical programs in languages such as Fortran or Cobol or modify existing statistical packages when needed for a particular analysis.

(c)Mainframe Data Processing. The SP shall have experience with mainframe data processing of large and small data sets, including data base design, maintenance of data bases, documentation of data files, and cost effective methods of data processing and storage, data analysis.

(d)Microcomputer Data Processing. The SP shall have experience with IBM PC-compatible microcomputer data processing of medium and small data sets. The contractor shall be familiar with the following software or have available a translation program to convert files from the contractor's format to these: Word 97 and Excel 97.

Assistant Programmer. The Assistant Programmer (AP) will perform ADP tasks directed by the Senior Programmer. The AP must have at least two years of experience in the areas listed for Senior Programmers.

Junior Researcher. The Junior Researcher (JR) will assist the Senior

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Researcher in data analysis activities, including literature searches and reviews, collection and review of documentation accompanying data files, data analysis, and preparation of analytical reports. The JR must have at least two years of experience in the areas listed for Senior Researchers.

Secretary/Typist. The Secretary/Typist must have at least 3 years of experience in word processing in support of the production of technical reports. Experience should also include general administrative support to project efforts involving product delivery milestones and maintenance of filing systems. In addition, the Secretary/Typist must be able to arrange for travel and conference meetings.

Additional Staffing Requirements

During the performance of this contract, qualifications of personnel being replaced shall equal or exceed the qualifications stated for each labor category.

The resumes of all replacement or additional personnel shall be submitted to the CO for approval. The approval/disapproval of additional personnel shall be based upon the personnel qualifications and experience requirements of the contract.

2. Staff Location

Since some tasks will require interviewing Federal staff or obtaining documents located in Washington, D.C., the Department encourages the contractor to arrange for at least one senior researcher plus support staff to be based in the Washington, D.C., area. This local base would be cost efficient for certain operations and would facilitate communication with the Department. However, other tasks can be implemented from any location in the U.S. with access to good libraries.

F. Equipment

1. Data and Word-processing Equipment. The contractor shall have suitable data and word processing equipment and peripherals for accomplishing task orders under this contract. The equipment shall include microcomputers, modems suitable for working on mainframe computer facilities, laser printers, and graphics capability.

2. FAX Equipment. The contractor shall have available FAX and scanning equipment to facilitate communication with the Department. This will ensure rapid transmission of needed information.

3. Mainframe Use. All mainframe automatic data processing or computer-oriented work required under this contract shall use Government-furnished computer facilities. This requirement may be waived if the contractor can show that using other facilities would be more advantageous to the Government.

G. Reporting Requirements

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.Monthly Reports. Within 10 working days after the end of each month during which a task order is in effect, the contractor shall submit a progress report that describes, for each task order:

- XA brief summary of major activities and accomplishments.
- XProblems resolved or in need of resolution.
- XWork to be completed in the next month.
- XAny correspondence and contacts with Federal, State, and local officials related to this contract.
- XNumber of hours expended.
- XFunding expended by major category, including staff, travel, consultants, and other costs.

H.Performance Measurement System (Years 1, 2, 3, and 4)

The contractor shall establish a performance measurement system that shall support the project management function through a series of interrelated activities that include:

- 1.Development and use of work breakdown structure that define and organize contract work;
- 2.Use of contractor management control systems that facilitate performance measurement within the work breakdown structure; and
- 3.Use of a reporting system to report contract status. A description of this reporting system as designed for this procurement can be found in the Additional Proposal Requirements of the RFP.

C.2. 302-5a

TASK ORDER PROCEDURE (MAY 1997)

(a) Task orders shall be issued by the Contracting Officer in accordance with the procedures specified in this clause. Task orders may be issued on either a Fixed Price or Time and Materials basis.

(I) FIXED PRICE TASK ORDERS - Fixed price task orders shall include a schedule of deliverables and corresponding payment schedule. The Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in the task orders for work delivered or rendered and accepted. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the task order.

(II) TIME AND MATERIALS TASK ORDERS - Time and materials task orders shall order specific hourly labor applications and otherwise set any necessary special conditions for reimbursable materials use. Hours shall be secured by worker classification and corresponding fixed comprehensive rates of charge (loaded labor rates). Loaded labor rates shall be as

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

specified in the Pricing Schedule. Ordered hours shall serve as ceilings for use for each specified classification under the subject tasks.

(b) Initially, a Statement of Work for a proposed task order will be furnished to the Contractor as well as a request for a technical and cost proposal. The request will state whether the task order is to be fixed price or time and materials. Proposals shall be due 10 working days from the date of request. Technical and cost/price negotiations will be held if necessary. The labor categories, as defined in the Statement of Work and loaded labor rates as listed in the Pricing Schedule, shall be utilized by the Contractor when submitting proposals for task orders. The price for each task order shall be determined based on the estimated level of effort required to perform the work and the rates set forth in the Pricing Schedule.

(c) Each finalized task order will be signed by the Contracting Officer as a single party instrument, not requiring the Contractor's signature.

As a minimum, each task order will contain the following:

1. Date of the order;
2. Each task order will be numbered consecutively;
3. Contract number will be indicated on each task order;
4. The COTR for each Task Order;
5. Period of performance will be indicated on each task order;
6. The Statement of Work for the task shall be attached and the Contractor's proposal for the task shall be incorporated by reference. In case of a conflict between those, the former shall take precedence.
7. Fixed Price task orders shall include the total firm fixed price, schedule of deliverables and payment schedule.
8. Time and materials task orders shall include the total not-to-exceed amount, authorized hours of labor by labor classification and authorized dollar amounts for labor, materials and materials overhead.

(d) The contractor's acceptance of each task order shall be presumed by its commencement of work called for therein. If the Contractor finds any task order unacceptable for any reason, it shall contact the Contracting Officer within 24 hours after receipt of such task order and not begin the work required therein until the problem has been resolved.

(e) All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and this contract, the contract shall control.

(f) The Contractor will not accept task orders which exceed the not-to-exceed" amount of the contract or which require performance beyond the contract termination date.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(g) If at any time during the performance of a time and materials task order, the Contractor has reason to believe that the total price to the Government to complete the task order will be greater than the authorized amount, the Contractor shall notify the Contracting Officer, giving a revised estimate of the total price for performing the task and giving supporting reasons and documentation. If fewer hours or materials are required, only the hours and materials actually used shall be invoiced.

(h) Invoices for services ordered under task orders shall be listed by task order number and shall include for each task order:

For fixed price task orders: Unit prices and quantities for each item for the period billed; the cumulative quantity of items or units for each deliverable; the cumulative amount billed for each item; the cumulative amount for the task order;

For time and materials task orders: The number of billable hours by labor category and an itemization of other direct costs; the loaded labor rates; the cumulative quantity of hours for each labor category; the cumulative amount billed for each labor category; the cumulative amount for materials; and the cumulative amount for the task order.

(i) Orders may be placed by electronic commerce methods. Orders may be placed via facsimile with telephone or written confirmation.

(j) In the event any task is so urgent that time cannot be allowed to issue a task order in writing, the Contracting Officer may provide oral authorization for the Contractor to proceed. In such an event, the Contracting Officer will identify the contract number, the task order number, and state the cost. Oral authorization will be confirmed in writing through the issuance of a task order.

(k) In accordance with the incorporated clause 52.216-22 "Indefinite Quantity" or 52.216-21 "Requirements", the contract will be modified to extend the period of performance solely to allow completion of the task order if the task order was issued within the dates for issuing orders. An extension of the period of performance in accordance with 52.216-22 "Indefinite Quantity" or 52.216-21 "Requirements" will not extend the date for issuing orders shown in the incorporated clause 52.216-18, "Ordering".

(l) Materials use and reimbursement for task orders shall be governed by the incorporated clause entitled "Allowable Cost and Payment" at FAR 52.216-7.

C.3. 302-5b

TASK ORDER PROCEDURE-WORK REQUESTS (MAY 1997)
Work Request Procedure

Under general technical support tasks, work will be performed through

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

specific "Work Requests" that will be made only by the Contracting Officer.

At a minimum, each specific Work Request shall contain the following:

1. A control number
2. A description of the specific work required in relation to the statement of work.
3. A list of the required deliverables.
4. An estimate of the number of hours for each personnel category.
5. Issue Date and Due Date.

The Contractor shall be allowed a maximum of 24 working hours to agree formally to a Work Request by signing and returning the Work Request document. The contractor shall submit a copy of each Work Request with their invoice to be paid for that request. All Work Requests are subject to the terms and conditions of the specific task order and the contract.

(End of Section)

SECTION D
PACKAGING AND MARKING

D.1. 303-1

SHIPMENT AND MARKING (MARCH 1986)

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

(b) Ship deliverable items to:

U.S. Department of Education
Office of Adult and Vocational Education
Mary E. Switzer Building
330 C Street, SW
Washington, DC 20202

(c) Mark deliverables for: _____

(End of Section)

SECTION E
INSPECTION AND ACCEPTANCE

E.1. 304-1

INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

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

(End of Section)

SECTION F
DELIVERIES OR PERFORMANCE

F.1. 305-4

PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from the date of award to 12 months inclusive of all specified deliveries and/or task work.

F.2. 305-6

DELIVERABLES (MARCH 1986)

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

(End of Section)

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. 306-1a

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

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

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

U.S. Department of Education
Contracts and Purchasing Operations

Attn: Jena Mittleman

ROB-3, Rm. 3636

7th & D Streets

Washington DC 20202

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

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. 306-6

GOVERNMENT PROPERTY ADMINISTRATOR (DECEMBER 1986)

The contracting officer shall serve as the contract property administrator. This responsibility will include arrangement of disposition on contract termination or expiration under FAR Part 45. The contractor shall furnish all required information on property to this officer.

G.4. 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.

SECTION G
CONTRACT ADMINISTRATION DATA

G.5. 52.216-19

ORDER LIMITATIONS (52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by the contract in an amount of less than \$3,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. (b) Maximum Order. The Contractor is not obligated to honor any order or series of orders that together call for the contractor to provide more than six task orders in any one week period. (c) If this is a requirements contract, (i.e., includes the Requirements Clause at subsection 52.216-21 of the Federal Acquisition Regulations (FAR)), the Government is not required to order a part or any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above. (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to provide the supplies or services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

G.6. 52.216-18

ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09-30-99 through 09-30-04

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

G.7. 52.216-22

INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations

SECTION G
CONTRACT ADMINISTRATION DATA

clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 09-30-04

(End of clause)

(End of Section)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1. 301-20

PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES
(FEB 1995)

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

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

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

H.2. 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 Task Order Statements of Work

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

H.3. 307-13

INFORMATION TECHNOLOGY SYSTEM SECURITY
REQUIREMENTS (APRIL 1999)

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

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- 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 202-708-9229. The Contractor shall include this provision in any subcontract(s) awarded pursuant to this contract.

H.4. 307-14

COMPUTER SYSTEM DESIGN AND IMPLEMENTATION REQUIREMENTS (APRIL 1999)

1. System Development Standards

Information systems shall be developed in accordance with the ED "Software Life Cycle Management and Documentation Manual". This manual covers all aspects of developing an information system. All phases of the system development process are covered, from definition of the requirements through post installation review. The standards address the manual processes of collecting, processing and disseminating data as well as the automated functions. This process requires the preparation of a statement of requirements, assessment of alternative solution and cost/benefit analyses of these alternatives prior to preparation of system design specifications, programming/debugging and implementation of the system.

2. Project Documentation Plans

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

3. Data Control and Validation

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

4. Programming Language

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

5. System Documentation

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

6. Computer Software

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- (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 Jena Mittleman at Telephone Number 202-708-9229. Written requests should be directed to the following address:

Contracts & Purchasing
Room 3636 ROB-3
7th & DStreets
Washington D.C. 20202

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

H.5. 307-17

ORGANIZATIONAL CONFLICTS OF INTEREST

(ED 307-17) (APRIL 1984)

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

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

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

H.6. 307-2

KEY PERSONNEL DESIGNATION (MARCH 1985)

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

H.7. 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.8. 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.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.9. 307-32

YEAR 2000 WARRANTY (NOVEMBER 1997)

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

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

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

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

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

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

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

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

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

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

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

H.10. 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.11. 308-2

RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (March 1999)

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

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

(c) Under no condition shall the Contractor conduct, or allow to be conducted, any covered research activity involving human subjects prior to the Department's receipt of the Certification that the

SECTION H
SPECIAL CONTRACT REQUIREMENTS

research has been reviewed and approved by the Institutional Review Board (IRB) [34 CFR 97.103(f)]. No covered research involving human subjects shall be initiated under this contract until the Contractor has provided the Contracting Officer (or the Contracting Officer's designee) a properly completed Certification form certifying IRB review and approval of the research activity, and the Contracting Officer or designee has received the Certification. This restriction applies to the activities of each participating entity.

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

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

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

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

(f) Upon discovery of any noncompliance with any of the requirements or standards stated in paragraphs (b), (c) and (d) above, the Contractor shall immediately correct the deficiency. If at any time during performance of this contract, the Contracting Officer determines, in consultation with the Protection of Human Subjects Coordinator, Office of the Chief Financial and Chief Information Officer, or the sponsoring office, that the Contractor

SECTION H
SPECIAL CONTRACT REQUIREMENTS

is not in compliance with any of the requirements or standards stated in paragraphs (b), (c) and (d) above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects such noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing.

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

(End of clause)

H.12. 316-1

ACCESSIBILITY OF SOFTWARE (JUNE 1997)

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 developed for ED--The contractor shall ensure that any software developed under this contract for use by ED's employees or external customers is accessible to individuals with disabilities. At a minimum, such software must meet all the requirements the ED manual "Requirements for Accessible Software Design." However, in accordance with paragraph (d) of this clause, the contracting officer may waive a particular requirement.

(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 features or parts of the software) of the software fully comply with the accessibility requirements of paragraph (a), as well as suggest solutions to ensure the software complies.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

(c) Other software delivered under this contract--The contractor shall consider accessibility to individuals with disabilities as a significant factor when selecting or purchasing any software that will be delivered under this contract for use by ED's employees or external customers.

Unless otherwise specified elsewhere in the contract schedule, the contractor is not required to obtain a waiver when it is not feasible for particular software not developed under this contract to fully meet the accessibility requirements of paragraph (a) of this clause.

However--

(1) In accordance with subparagraphs (c)(2) and (c)(3) of this clause, the contractor shall give the contracting officer an opportunity to review and potentially reject the selection or purchase of any software that will be delivered under this contract for use by ED's employees or external customers that does not meet all the requirements of the ED manual "Requirements for Accessible Software Design" and

(i) that has an aggregate total estimated cost or price of over \$500,000 for all copies or licenses of the software, or

(ii) that the contractor anticipates will be used by more than ten ED employees or external customers.

(2) At least ten calendar days prior to final selection of any software that meets the criteria in subparagraph (c)(1) of this clause, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met, 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, and explaining any trade-offs or other reasons for recommending selection of the software.

(3) Within ten calendar days of the contracting officer's receipt of a notice under subparagraph (c)(2), if selection of the software may significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities, the contracting officer may reject selection of the software by written notice to the contractor.

(d) 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.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

(e) 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.13. 317-1

ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (APRIL 1996)

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 P.L. 99-506 Reauthorization of the Rehabilitation Act of 1973, Section 508 - Electronic Equipment Accessibility, October 1986; and P.L. 100-542 Telecommunications Accessibility Enhancement Act, 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, guidelines.

H.14. 52.217-8

OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(Note: Notice shall be given within 30 days before contract completion.)

H.15. 52.217-9

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before contract expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least

SECTION H
SPECIAL CONTRACT REQUIREMENTS

60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

Option I	13 months after award to 24 months after award
Option II	25 months after award to 36 months after award
Option III	37 months after award to 48 months after award
Option IV	49 months after award to 60 months after award _____

H.16. 52.211-11

LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of consideration shall be determined through negotiations in the event of the above referenced occurrence.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default--Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

H.17. 52.222-48

EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUG 1996)

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies /_/ does not certify /_/ that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and

SECTION H
SPECIAL CONTRACT REQUIREMENTS

established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

(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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

(End of clause)

(End of Section)

SECTION I
CONTRACT CLAUSES

- I.1. 3452.202-1
DEFINITIONS (AUG 1987)
(Reference)
- I.2. 3452.208-70
PRINTING (AUG 1987)
(Reference)
- I.3. 3452.227-70
PUBLICATION AND PUBLICITY (AUG 1987)
(Reference)
- I.4. 3452.227-71
PAPERWORK REDUCTION ACT (AUG 1987)
(Reference)
- I.5. 3452.227-72
ADVERTISING OF AWARDS (AUG 1987)
(Reference)
- I.6. 3452.242-71
NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987)
(Reference)
- I.7. 3452.242-72
WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)
(Reference)
- I.8. 3452.242-73
ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH
(Reference)
- I.9. 52.203-7
ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)
- I.10. 52.203-8
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER
ACTIVITY (JAN 1997)
(Reference 3.104-9)
- I.11. 52.203-10
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)
- I.12. 52.203-12
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN
1997)
(Reference 3.808)
- I.13. 52.204-4
PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
(Reference 4.304)

SECTION I
CONTRACT CLAUSES

- I.14. 52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409)

(The following clause shall apply 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.15. 52.216-7
ALLOWABLE COST AND PAYMENT (APR 1998)
(Reference)

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

- I.16. 52.222-26
EQUAL OPPORTUNITY (FEB 1999)
(Reference)

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

- I.17. 52.222-36
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference)

- I.18. 52.223-2
CLEAN AIR AND WATER (APR 1984)
(Reference 23.105)

- I.19. 52.223-5
POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
(Reference 23.1005)

- I.20. 52.223-14
TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
(Reference 23.907)

- I.21. 52.225-11
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
(Reference)

- I.22. 52.227-2
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(AUG 1996)
(Reference 27.202-2)

- I.23. 52.227-14 I
RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE I (JUN 1987)
(Reference 27.409)

- I.24. 52.232-23

SECTION I
CONTRACT CLAUSES

- ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)
- I.25. 52.232-25
PROMPT PAYMENT (JUN 1997)
(Reference)
- I.26. 52.233-1
DISPUTES (DEC 1998)
(Reference)
- I.27. 52.233-3
PROTEST AFTER AWARD (AUG 1996)
(Reference 33.106)
- I.28. 52.237-3
CONTINUITY OF SERVICES (JAN 1991)
(Reference)
- I.29. 52.242-13
BANKRUPTCY (JUL 1995)
(Reference 42.903)
- I.30. 52.242-15
STOP-WORK ORDER (AUG 1989)
(Reference 42.1305)
- I.31. 52.243-1 II
CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)
(Reference 43.205)
- I.32. 52.243-3
CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)
(Reference 43.205)
- I.33. 52.245-5
GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (JAN 1986)
(Reference 45.106)
- I.34. 52.246-4
INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)
- I.35. 52.246-24 I
LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)--ALTERNATE I
(APR 1984)
(Reference 46.805)
- I.36. 52.246-25
LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)
- I.37. 52.248-1
VALUE ENGINEERING (MAR 1989)

SECTION I
CONTRACT CLAUSES

(Reference 48.201)

- I.38. 52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)
(APR 1984)
(Reference 49.502)
- I.39. 52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
(Reference 49.502)
- I.40. 52.249-8
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)
- I.41. 52.249-9
DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)
(Reference 49.504)
- I.42. 52.253-1
COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53-111)
- I.43. 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):

(End of clause)
(End of Section)

SECTION J
LIST OF ATTACHMENTS

J.1. 309-1a

LIST OF ATTACHMENTS (APRIL 1984)

Attachment A -- Statement of Work

Attachment B -- Pricing Schedule

Attachment C -- Task Order Form

Attachment D -- Task Orders Statements of Work

Task Order 1 "Building Linkages Evaluation"

Task Order 2 "New American High Schools Initiative Evaluation"

Task Order 3 "Tech-Prep - Building A Framework for Future Research, Evaluations, and Program Practice"

Task Order 4 " Technical Support to the States in Response to Legislative Changes"

Task Order 5 "New American High Schools Conference"

Attachment E -- Past Performance Form

FIPS AND FED-STD CLAUSES AND PROVISIONS INCORPORATED BY
REFERENCE

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

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

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

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

STANDARDS CHECKLIST AS OF 04/26/99

Check Appropriate Column

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

FEDERAL INFORMATION PROCESSING STANDARDS (FIPS)

X

			FIPS 4-2, Representation for Calendar Date to facilitate interchange of data among information systems. This standard adopts American National Standard ANSI X3.30-1997: Representation of Date
--	--	--	---

SECTION J
LIST OF ATTACHMENTS

for Information Interchange(revision of ANSI
X3.30-1985 (R1991)).

X	-----	-----	FIPS 5-2, Codes for the Identification of the States, District of Columbia, and the Outlying Areas of the United States, and Associated Areas
X	-----	-----	FIPS 6-4, Counties and Equivalent Entities of the United States, Its Possessions and Associated Areas
X	-----	-----	FIPS 8-6, Metropolitan Areas (Including MSAs, CMSAs, PMSAs, and NECMAs)
X	-----	-----	FIPS 9-1, Congressional Districts of the United States
X	-----	-----	FIPS 10-4, Countries, Dependencies, Areas of Special Sovereignty, and their Principal Administrative Divisions
X	-----	-----	FIPS 21-4, COBOL
X	-----	-----	FIPS 29-3, Interpretation Procedures for Federal Information Processing Standards for Software
X	-----	-----	FIPS 31, Guidelines for Automatic Data Processing Physical Security and Risk Management
	-----	-----	FIPS 46-2 Data Encryption Standard(DES)
X	-----	-----	FIPS 48, Guidelines on Evaluation of Techniques for Automated Personal Identification
	-----	-----	FIPS 55-DC3, Guideline: Codes for Named Populated Places, Primary County Divisions, and Other Locational Entities of the United States, Puerto Rico, and the Other Outlying Areas
X	-----	-----	FIPS 55-3, Same As 55-DC3 except without codes
X	-----	-----	FIPS 66, Standard Industrial Classification (SIC) Codes
X	-----	-----	FIPS 73, Guidelines for Security of Computer Applications
X	-----	-----	FIPS 74, Guidelines for Implementing and Using the NBS Data Encryption Standard
X	-----	-----	FIPS 83, Guideline on User Authentication

SECTION J
LIST OF ATTACHMENTS

			Techniques for Computer Network Access Control
X			
-----	-----	-----	FIPS 87, Guidelines for ADP Contingency Planning
	X		
-----	-----	-----	FIPS 92, Guidelines for Standard Occupational Classification (SOC)Codes
X			
-----	-----	-----	FIPS 95-2, Codes for the Identification of Federal and Federally-Assisted Organizations
	X		
-----	-----	-----	FIPS 101, Guideline for Lifecycle Validation, Verification, and Testing of Computer Software
X			
-----	-----	-----	FIPS 102, Guideline for Computer Security Certification and Accreditation
	X		
-----	-----	-----	FIPS 103, Codes for the Identification of Hydrologic Units in the United States and the Caribbean Outlying Areas
X			
-----	-----	-----	FIPS 106, Guideline on Software Maintenance
	X		
-----	-----	-----	FIPS 112, Password Usage
X			
-----	-----	-----	FIPS 113, Computer Data Authentication
X			
-----	-----	-----	FIPS 119-1, Ada
X			
-----	-----	-----	FIPS 127-2, Database Language SQL
X			
-----	-----	-----	FIPS 132, Guideline for Software Verification and Validation Plans
X			
-----	-----	-----	FIPS 137, Analog to Digital Conversion of Voice by 2400 Bit/Second Linear Predictive Coding
X			
-----	-----	-----	FIPS 139, Interoperability and Security Requirements for Use of the Data Encryption Standard in the Physical Layer of Data Communications
X			
-----	-----	-----	FIPS 140-1, Security Requirements for Cryptographic Modules
X			
-----	-----	-----	FIPS 141, Interoperability and Security Requirements for Use of the Data Encryption Standard with CCITT Group 3 Facsimile Equipment
X			

SECTION J
LIST OF ATTACHMENTS

-----	-----	-----	FIPS 144, Data Communications Systems and Services-User Oriented Performance Parameters
X			
-----	-----	-----	FIPS 150, Facsimile Coding Schemes and Coding Control Functions for Group 4 Facsimile Apparatus
X			
-----	-----	-----	FIPS 151-2, Portable Operating System interface (POXIS) - System Application Interface (C Language)
X			
-----	-----	-----	FIPS 155, Data Communication Systems and Services User-oriented Performance Measurement Methods
X			
-----	-----	-----	FIPS 160, C
X			
-----	-----	-----	FIPS 161-2, Electronic Data Interchange (EDI)
X			
-----	-----	-----	FIPS 162, 1,200 Bits per Second Two-Wire for Data Communications use on Telephone-Type Circuits
X			
-----	-----	-----	FIPS 163, 2,400 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
X			
-----	-----	-----	FIPS 164, 2,400 Bits per Second Two-Wire Half-Duplex Modems for Data Communications use on Telephone-Type Circuits
X			
-----	-----	-----	FIPS 165, 4,800 and 9,600 Bits per Second Four-Wire Duplex and Two-Wire Half-Duplex Modems for Data Communications use on Telephone-Type Circuits
X			
-----	-----	-----	FIPS 166, 4,800 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
X			
-----	-----	-----	FIPS 167, 9600 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
X			
-----	-----	-----	FIPS 168, 12,000 and 14,000 Bits per Second Four-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits

SECTION J
LIST OF ATTACHMENTS

X	-----	-----	-----	FIPS 169, Error Corrections in Modems Employing Asynchronous-To-Synchronous Conversion
X	-----	-----	-----	FIPS 170, Data Compression in Modems Employing CCITT Recommendation V.42 Error Corrections
X	-----	-----	-----	FIPS 171, Key Management Using ANSI X9.17
X	-----	-----	-----	FIPS 172-1, VHSIC Hardware Description Language (VHDL)
X	-----	-----	-----	FIPS 173-1, Spatial Data Transfer Standard (SDTS)
X	-----	-----	-----	FIPS 175, Federal Building Standard for Telecommunications Pathways and Spaces
X	-----	-----	-----	FIPS 176, Residential and Light Commercial Telecommunications Wiring Standard
X	-----	-----	-----	FIPS 180-1, Secure Hash Standard (SHS)
X	-----	-----	-----	FIPS 181, Automated Password Generator
X	-----	-----	-----	FIPS 182, Integrated Services Digital Network (ISDN)
X	-----	-----	-----	FIPS 183, Integration Definition for Function Modeling (IDEFO)
		X	-----	FIPS 184, Integration Definition for Information Modeling (IDEFIX)
		X	-----	FIPS 185, Escrowed Encryption Standard (EES)
X	-----	-----	-----	FIPS 186, Digital Signature Standard (DSS)
		X	-----	FIPS 187, Administration Standard for the Telecommunications Infastructure of Federal Buildings
		X	-----	FIPS 188, Standard Security Label for Information Transfer
		X	-----	FIPS 189, Portable Operating System Interface (POSIX) Part 2: Shell and Utilities
		X	-----	FIPS 190, Guideline for the Use of

SECTION J
LIST OF ATTACHMENTS

Advanced Authentication Technology
Alternatives

X	-----	-----	FIPS 191, Guideline for the Analysis of Local Area Network Security
X	-----	-----	FIPS 192, Application Profile for the Government Information Locator Service (GILS)
X	-----	-----	FIPS 192-1 (a) & (b), Applicatioin Profile the Government Information Locator Service (GILS)
X	-----	-----	FIPS 193, SQL Environments
X	-----	-----	FIPS 194, Open Document Architecture (ODA) Raster Document Application Profile (DAP)
X	-----	-----	FIPS 195, Federal Building Grounding and Bonding Requirements for Telecommunications
X	-----	-----	FIPS 196, Entity Authentication Using Public Key Cryptography

FEDERAL TELECOMMUNICATIONS STANDARDS (FED-STD)

X	-----	-----	FED-STD 1002A, Telecommunications: Time and Frequency References Information in Telecommunication Systems
X	-----	-----	FED-STD 1016, Telecommunications: Analog to Digital Conversion of Radio Voice by 4,800 Bit/second Code Excited Linear Prediction (CELP)
X	-----	-----	FED-STD 1023, Telecommunications: Interoperability Requirements for Encrypted Digitized Voice Utilized with 25 KHz Channel FM Radios Operating Above 30 MHZ
X	-----	-----	FED-STD 1035A, Telecommunications: Coding Modulations and Transmission Requirements for Single Channel Medium and High Frequency Radio Telegraph Systems Used In Government
X	-----	-----	FED-STD 1037B, Telecommunications: Glossary of Telecommunications Terms

SECTION J
LIST OF ATTACHMENTS

X			FED-STD 1045A, Telecommunications HF Radio Automatic Link Establishments
X			FED-STD 1046/1, Telecommunications: HF Radio Automatic Networking Section 1: Basic Networking-ALE Controller
X			FED-STD 1049/1, Telecommunications: HF Radio Automatic Link Establishments in Stressed Environments, Section 1: Linking Protection

(End of Section)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1. 310-1

REPRESENTATION AUTHORITY (MARCH 1985)

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

(Name of Offeror) _____
(RFP No.)

(Signature of _____
(Date)
Authorized Individual)

(TYPED NAME OF AUTHORIZED INDIVIDUAL)

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

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

K.2. 310-10

GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

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

- (A) Contractor's Name: _____
- (B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

- (C) Telephone Number: _____
- (D) Individual(s) to contact re this proposal: _____

- (E) Cognizant Government:
Audit Agency: _____
Address: _____
Auditor: _____
- (F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:
Sales:
Government cost-reimbursement type prime contracts and subcontracts: \$ _____
Government fixed-price prime contracts and subcontracts: \$ _____
Commercial Sales: \$ _____

SECTION K
 REPRESENTATIONS, CERTIFICATIONS AND
 OTHER STATEMENTS OF OFFERORS

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:

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

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

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

(O) Cost estimating is performed by:

Accounting Department: _____

Contracting Department: _____

Other (describe) _____

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

If yes, name and location of the Government agency:

(Q) Purchasing Procedures:

Are purchasing procedures written? Yes _____ No _____

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

If yes, name and location of the Government agency:

(R) Does your firm have an established written incentive compensation or bonus plan? Yes _____ No _____

K.3. 310-16

POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

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

K.4. 310-6

DUPLICATION OF COST (MARCH 1985)

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

K.5. 52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision_____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

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;

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

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. 52.204-6

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.9. 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--

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

(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)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

PLACE OF PERFORMANCE BUSINESS (OCT 1997)

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

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

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

(End of provision)

K.11. 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.12. 52.223-1
CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is /_/ , is not /_/ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

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

(a) Submission of this certificate is a prerequisite for making or

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

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

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

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

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

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

(End of provision)

K.14. 52.227-15

REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE
(MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

(End of Section)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. 307-1

ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

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

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

L.2. 308-1

NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MARCH 1999)

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

(b) Definitions.

- (1) The regulations define research as "a systematic investigation, including research development, testing and evaluation designed to develop or contribute to generalizable knowledge." (If an activity follows a deliberate plan whose purpose is to develop or contribute to generalizable knowledge, such as an exploratory study or the collection of data to test a hypothesis, it is research.) It includes activities that meet this definition, whether or not they are conducted under a program considered "research" for other purposes [34 CFR 97.102(d)].
- (2) The regulations define human subject as "a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual or obtains identifiable private information" [34 CFR 97.102(f)(1)]. The definition of human subjects is met if an activity involves obtaining--
 - (A) information about a living person by--
 - (i) manipulating that person's environment, as might occur when a new instructional technique is tested, or

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

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

- (A) survey or interview procedures involving children as subjects, or
- (B) observations of public behavior of children in which the investigator(s) will participate in the activities being observed.

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

- (A) educational tests, and
- (B) observations of public behavior in which the investigator(s) will not participate in the activities being observed.

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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

this requirement, but the offeror should be brief and to the point.

- (1) For exempt research activities involving human subjects, the offeror should identify the exemption(s) that applies and provide sufficient information to allow ED to determine that the designated exemption(s) is appropriate.
- (2) For covered research activities involving human subjects (whether conducted at the offeror's site or elsewhere), the offeror should identify the organizations (i.e., legally separate entities) that will be involved in the research activities to allow ED to:
 - (A) Determine the identity of the entities that need to submit Assurances and Certifications;
 - (B) Evaluate the adequacy of the proposed Institutional Review Board(s) in light of the research subjects likely to be involved;
and
 - (C) Evaluate the appropriateness of the initial and continuing Institutional Review Board review procedures in consideration of the risks to subjects.
- (3) If a reasonable potential exists that a need to conduct research involving human subjects may be identified after award of the contract and the offeror's proposal contains no definite plans for such research:
 - (A) The offeror should briefly describe the circumstances and nature of the potential research involving human subjects.
 - (B) If the offeror believes that an exemption is likely to apply, the offeror should identify the exemption and explain why it would apply.
 - (C) The offeror's proposal should allow adequate time to obtain and submit an Assurance of Compliance and a Certification of Institutional Review Board (IRB) review for any potential covered research that may be identified after award. Offerors are cautioned that no human subjects may be involved in covered research until the research has been reviewed and approved by the IRB and the contractor has submitted to ED an acceptable Assurance and a Certification of IRB review.

(f) Assurances and Certifications.

- (1) For an offeror reasonably likely to receive an award, if ED determines that proposed research activities involving human subjects are covered (i.e., not exempt) under the regulations, the contracting officer will request the offeror to file an acceptable Assurance of Compliance with the regulations and provide Certification of IRB review and approval of the proposed project. In lieu of a new Assurance, ED will accept a current Multiple Project Assurance on file with the Office for Protection from Research Risks, Department of Health and Human Services, if ED determines that the Multiple Project Assurance is appropriate to the proposed covered research activity. Offerors reasonably likely to receive an award and proposing to do research that is covered by the regulations will be contacted by ED and given detailed

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

instructions on filing the Assurances and Certifications.

- (2) In accordance with 34 CFR 97, all subcontractors and any other legally separate entity (neither owned nor operated by the offeror) that will be engaged in covered research activities shall be required to have an Assurance on file and to provide to ED Certification of IRB review and approval.
- (3) The offeror is responsible for ensuring that it and the other entities submit the required documents to ED in a timely manner. Although an offeror does not need to submit an Assurance of Compliance or a Certification of Institutional Review Board (IRB) review with its initial proposal, the offeror should be prepared to obtain and provide these documents promptly upon request. Failure to submit the documents in a timely manner may result in deferral of an award or award to another offeror.

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

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

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

L.3. 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.4. 311-1a

TYPE OF CONTRACT (MAY 1997)

The Government contemplates award of a IDIQ type contract with work authorized by fixed price and/or time and materials/labor hour task orders.

L.5. 311-2a

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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 5 copies of your technical proposal and an original and 5 copies of your business proposal and an original and one copy of your past performance report to:

U.S. Department of Education
Contracts and Purchasing Operations
GSA-NCR Building, Room 3616
7th & D Streets, S.W.
Washington, D.C. 20202-4443

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

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M (if applicable) of this request for proposals. Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content. It is understood that your proposal will become part of the official contract file.

The RFP does not commit the Government to pay any cost for the preparation

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

The RFP and all of the attachments including the Statement of Work will be available on the OCFO Web Site from the Contract Information/Contract Documents On-Line Page. The Internet address is <http://ocfo.ed.gov>. For technical questions on the OCFO Web Site, call Gary Weaver at 202/401-0083.

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

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

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.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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:

Additional Instructions for Technical Proposal

A. INSTRUCTIONS FOR ORGANIZATION

The technical proposal shall include a general statement of understanding, capability and staffing, and plans for managing and conducting this contract. Offerors shall use the proposal format described below. The author(s) of each chapter shall be identified, and their proposed roles in the contract stated.

The proposal shall be written in enough detail that a review panel can adequately judge its full merits. Although the intent of this contract is spelled out in the statement of work, it is up to the offeror to propose the most effective method for carrying out the contract with these purposes and the specific task initially required. The specifications contained in the RFP are a starting point -- the proposal must build on them, not simply repeat language from the RFP.

B. GENERAL PROPOSAL (Applicable to contract and task orders)

1. Table of Contents

The Table of Contents shall provide a means of identifying the major points of discussion.

2. Introduction/Executive Summary

The executive summary shall provide an overview of the general portion of the technical proposal. This section shall include a short summary of the offeror's qualifications and unique strengths relevant to the contract.

3. Understanding of Federal Education Policy Issues and Analytic Requirements

The offeror shall present his understanding of the purposes, methodology, and deliverables of this contract and the possible uses of its deliverables in affecting Federal education policy. The offeror shall discuss Federal education policy, the role of the Department of Education and the Federal

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

government in affecting education policy, the types of analyses that are useful in informing Federal decision-makers, and methodological concerns in evaluating Federal programs.

The offeror shall demonstrate understanding of the needs of the Department of Education for technical support in analyzing and evaluating adult and vocational education, and vocational rehabilitation issues, paying particular attention to education programs for young adults in- and out-of school, basic skills training for target populations, and coordination of work-based learning with postsecondary requirements. The offeror shall identify and discuss the major issues in these program areas.

The offeror shall demonstrate understanding of the need for technical support and policy analyses that will enable DNP to respond quickly to quick-turnaround requests. The offeror shall describe in detail how the specified activities will be carried out within short time lines.

In addition, the offeror shall prepare a proposal for completing the work required by Task Order 1, Building Linkages Evaluation, Task 2, New American High Schools Initiative Evaluation, and Task Order 3, Tech-Prep -- Building a Framework, Task 4, Technical Support to the States in Response to Legislative Changes, and Task 5, the New American High Schools Conference. The offeror's proposal for Task 1, Task 2, Task 3, Task 4, and Task 5 shall include a proposed management plan and the estimated level of effort for professional staff to accomplish the work required by the task.

4. Corporate Capability/Past Performance

This section shall describe the offeror's relevant past and current experience in conducting and completing studies such as those required under this contract. Brief summaries of such work should be submitted, including the names, current affiliations, and current telephone numbers of the COTR. The offeror may attach a copy of one final report of a study previously performed that is considered to be exemplary and demonstrative of the work planned for this contract.

Because this contract shall involve work that covers a wide variety of topics in education policy and evaluation, it is not expected that the offeror will have on board staff who is fully expert in all areas of interest. The offeror shall describe its capability to obtain outside expert consultants. If outside expert consultants are proposed, the offeror shall provide evidence of commitment by those consultants of a substantial level of effort to the contract. This section should also describe facilities and equipment available to support work on this contract.

5. Management Control Procedure

For successful outcomes, this contract should require an effective management system that enables the completion of multiple task orders on schedule and within budget. This section should include a description of that system, including the following:

- (a) Procedures for maintaining close communication with the ED COTR;
- (b) Procedures for controlling expenditures and producing reports of

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

expenditures by staff and task orders;

(c) Procedures for responding to ED work requests under quick-turnaround data collection and analyses task orders;

(d) Procedures for managing multiple tasks, including work by subcontractors and consultants;

(e) Procedures for managing surveys, including the design of survey instruments and the conduct of surveys by mail and personal interview.

(f) Procedures for controlling the quality of data files, contract reports, documents, and other deliverables; and

(g) Procedures for early identification of potential problems in carrying out task order activities and their resolution.

6. Key Staff

The offeror's proposed personnel should meet the required qualifications for contract personnel Section E - Staff Qualifications in the Statement of Work.

For all except clerical staff, resumes should be provided showing each person's educational background, including specializations and degrees held, and relevant professional experience and publications. The resumes should state the labor category for which each person is proposed and clearly show each person's relevant qualifications. ED may request for review any relevant publications of key staff at any time during negotiations.

Resumes for the project director and senior researchers should contain a section on experience with Federal education policy analyses and evaluation including a section that lists the various issues with which he/she has experience and evidence of the significance and usefulness of completed work in affecting public policy. The project director's resume should also include experience in monitoring contract budgets, adhering to project schedules, ensuring the quality and timeliness of contract deliverables, and dealing with agencies and offices on sensitive policy issues to effectively complete the goals of each task order. The project director's resume should include the names, addresses, and telephone numbers of three Federal COTRs for whom the project director has worked.

Resumes should also be provided for any proposed subcontractor or consultant personnel, as well as letters of agreement from them regarding the activities on which they should work and commitment of time for work on this contract.

The proposal should include a chart summarizing the expertise and experience relevant to the contract for key personnel (project directors, senior researchers, and senior programmers).

For each proposed staff member, the offeror should list all other contracts and/or proposals for which there is a time commitment, giving the percentage of time each commitment represents.

The offeror should present an organizational chart that indicates all personnel, their time commitments to the contract (and proportion of overall time), and the proposed lines of authority, coordination, and communication within the offering organization and with subcontractors (if any).

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

7. Performance Measurement System

A Performance Measurement System (PMS) should be included which shows a system that will:

- (a) identify problem areas by order or importance;
- (b) identify anticipated schedule slippage and cost overruns; and
- (c) provide means of determining where the program manager can withdraw resources to assist more critical tasks. This type of information should be included in the monthly administrative reports.

8. Protection of Human Subjects

Offerors must be cognizant of the requirements of the Department of Education's regulation on protection of human subjects of research. The ED regulations for the Protection of Human Subjects is under Title 34, Code of Federal Regulations, Parts 97, 350 and 356. Offerors must also be cognizant of the requirements of the "Additional Protections for Children" under Title 45, Code of Federal Regulations, Part 46, Subpart D.

General Instructions for Technical Proposal

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

- A. The technical proposal should be organized in a logical manner wherein the reviewers can understand how this project will be completed successfully. The author is discouraged from including duplicative information and from repeating information unnecessarily.
- B. In addressing project tasks, the technical proposal should use the same task numbers (i.e., Activity 1, Activity 2, etc.) as indicated in the scope of work or should provide a chart that specifies how each task in the scope of work correlates to the tasks in the technical proposal.
- C. It is critical that the pages of the technical proposal be numbered, as should the pages of any appendices or attachments.

The offeror should prepare the technical proposal in sufficient detail that a technical review panel can adequately judge its full merits. A proposal that merely offers to conduct a project in accordance with the requirements of the Government's scope of work will not be eligible for award. The panel that reviews proposals will not make any assumptions or guesses, so proposals should be as detailed and clear as possible.

The technical proposal should reflect a clear understanding of the nature of the work being undertaken and of any problems that may occur during management of the contract. The management and coordination of any consultants or subcontractors used during the course of this project should be fully explained.

Offerors should note that the collection of identical data or information from MORE THAN NINE persons and/or organizations, and which would be charged to the contract, would require clearance of data/information collection

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

instruments through the Office of Management and Budget (OMB). This is a lengthy process.

Specific Instructions for Technical Proposal

A. Technical Approach

The tasks specified in the work statement are a starting point only! The offeror shall build on them rather than simply repeat language used in the work statement. While the intent of each task is spelled out, the offeror shall propose the most effective method for carrying out the tasks. If the offeror sees potential problems with the timing of specific tasks, the offeror shall propose a different timeline for carrying out the specific tasks and give justification for the proposed change(s).

B. Project Staff

The technical proposal shall include a list of names, positions, and proposed duties of the professional personnel, consultants (if any), and key subcontractor employees (if any) assigned to the project. Their resumes shall be included with information on education, background, recent experience, and specific competencies or technical accomplishments related to the needs of the project. The approximate percentage of time each individual will be available for this project must be specified in this section of the technical proposal. For example, if someone is named to work 50% time on this project but they already have a fulltime job, how will they manage to give up half their current job.

C. Management Plan

To assist the offeror and the Education Department in managing the project, a management plan shall be prepared and used throughout the course of the contract to track the accomplishment of project tasks and receipt of deliverables. The management plan shall include the following:

- 1 . A listing and description of each task. The tasks shall be listed in order of substantive relationship, or serially in order of chronological completion dates. As the effective date of the contract will not be known until an award is made, offerors shall indicate completion dates as "Month 1,
2. The names of key personnel and the number of staff hours allocated to each key individual to complete each task.

L.7. 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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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 67 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.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- (4) the offeror's record of business integrity;
- (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them;
- (6) the offeror's possession of necessary facilities; or the ability to obtain them;
- (7) the offeror's compliance with subcontract requirements; and
- (8) any other special considerations involved in the acquisition.

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

ADDITIONAL BUSINESS PROPOSAL INSTRUCTIONS

(a) In addition to the provisions of clause L.7 of the Request for Proposal (RFP), the business proposal shall consist of :

- X The Contract Pricing Schedule (Attachment B) Main Contract and separate contract pricing schedules for each Task Order.
- X Supporting Materials

(b) Completion of the Contract Pricing Schedule

To encourage offerors to submit fair and realistic prices, all offerors shall propose firm-fixed hourly rates of charge as described in clause B.2 of the RFP. In addition, all offerors shall use the Department of Education's estimated level of effort per labor category and the labor exclusive direct costs amounts indicated in the pricing schedule. The other exclusive direct costs are realistic estimates based on Department of Education's assessment of its need, and shall be used for evaluation purposes only.

(c) Supporting Materials

Loaded labor rates shall be shown for each category of labor identified in the proposal, including clerical personnel for all years of the procurement. Additionally, each offeror shall provide supporting materials showing the breakdown of elements for the loaded labor rate. It should show the direct charges for personnel (base rate and fringe) and the application of the overhead, General and Administrative (G&A) expenses and profit/fee.

The purpose of submitting the supporting materials is to enable Department of Education to judge the reasonableness of the offeror's direct costs in association with the offeror's technical merit.

(d)

Offerors shall provide a breakdown of costs for

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

each year of the procurement and summation of total costs. A breakdown of costs shall be provided for each subcontractor. Offerors shall provide a breakdown of rates for each labor category to include name, title, salary, hourly rate of pay, amount of hours (do not use FTE) for each labor category.

Offerors shall explain any costs of living adjustment (if applicable) and indicate the rate, for each year of the procurement and for any subcontractors.

Offerors shall provide a copy of their current Indirect Cost Rate Agreement with their proposal and a copy of each subcontractor's Indirect Cost Rate Agreement.

Offerors shall perform a cost and price analysis for each of its subcontractors in compliance with Federal Acquisition Regulation 15.406-2 (if applicable). Offerors shall indicate in their proposals how each subcontractor was obtained and selected and explain how the cost and price analysis for each of its subcontractors was performed.

(e) Cost Estimate Summary Package

Offerors are hereby encouraged to submit their Budgets and one (1) 3.5" floppy computer disk in Excel spreadsheet software/Version 5.0. Offerors are asked to use the same cost categories, by completing the "Proposed Cost" and "Hours" columns, as shown on Attachment B -Pricing Schedule. Offerors should provide this data for the Base Year, each of the other four (4) option years of the contract, and for All Years (5-year life cycle total) of the contract, as well as for each task order (5) proposed for the Base Year.

(f) Pricing Schedule

The Pricing Schedule is contained in Attachment B. The Offerors shall completely fill-in this form.

(g) Base and Loaded Hourly Labor Rates

Base and Loaded Hourly Labor Rates should be provided for each Labor Category identified in the RFP for the Base Year and each of the other four (4) Option Years of the Contract. The Offerors should identify the amounts/percents of the Loaded Labor Rates which are for separate Overhead categories, i.e., Overhead, General and Administrative (G&A), etc.

(h) Labor Hours

Offerors are instructed to provide Labor Hours for all Task Orders (see Attachment D) by Labor Category (in accordance with the labor categories provided in the Technical proposal instructions)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

for the Base Year.

L.8. 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.9. 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:

Jena Mittleman
Room 3636 ROB -3
7th & D Streets
Washington D.C. 20202-4445
jena_mittleman@ed.gov
tel: 202-708-9229
fax: 202-260-0525

ED will accept clarification questions until July 20, 1999 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.10. 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.11. 311-9

COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998)

Small Business Comments are Important:

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

L.12. 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)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

L.13. 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.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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.14. 52.215-1 I

INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)--ALTERNATE I (OCT 1997)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next 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;

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(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) Late proposals and revisions. (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and 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

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

the receipt and the envelope or wrapper.

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

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision 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.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. 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 entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) 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 or other notice of an extension of the closing date, 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. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

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

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

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

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

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

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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

Use or disclosure of data contained on this sheet is subject to the 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 offer(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

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

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

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

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

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

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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.15. 52.215-16

FACILITIES CAPITAL COST OF MONEY (OCT 1997)

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

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

(End of provision)

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

L.16. 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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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.17. 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 the Contracting Officer

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

(End of provision)

(End of Section)

SECTION M
EVALUATION FACTORS FOR AWARD

M.1. 312-2a

EVALUATION FACTORS FOR AWARD (ALTERNATE II)(DEC 1997)

(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, relative quality (including technical merit and past performance), will be a substantial factor in source selection. However, cost or price is significantly more important than all quality factors considered together. The contracting officer will determine whether the difference in quality, including technical merit and past performance, 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 government - 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.

SECTION M
EVALUATION FACTORS FOR AWARD

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 trend 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 on past performance.

EVALUATION CRITERIA

RESEARCH, POLICY ANALYSIS, AND TECHNICAL SUPPORT
FOR THE OFFICE OF VOCATIONAL AND ADULT EDUCATION

A. QUALIFICATIONS OF KEY STAFF (35 points) -- evaluated in accordance with Section E- Staffing Qualifications in the Statement of Work.

1. Project Director (Maximum 15 points)
2. Senior Researchers (Maximum 10 points)

SECTION M
EVALUATION FACTORS FOR AWARD

3. Senior Programmers (Maximum 10 points)

B. UNDERSTANDING OF FEDERAL EDUCATION POLICY ISSUES AND ANALYTIC REQUIREMENTS (35 points)

1. Demonstrated understanding of the purposes and objectives of this contract and how these purposes and objectives are to be met through the various types of task order activities. (10 points)

2. Demonstrated understanding of the needs of the Department of Education for technical support in analyzing and evaluating: vocational education career development, and workforce development; lifelong learning; secondary-postsecondary transitions; education reforms at the secondary and postsecondary levels; and program accountability and assessment. (10 points)

3. Demonstrated understanding and proposed implementation of the five tasks included in the request for proposal. Technical quality will be assessed on the basis of the specificity, creativity, completeness, and feasibility of the technical plan. (15 points)

C. CORPORATE CAPABILITY (20 points)

1. Demonstrated relevant past and current experience in conducting and completing work similar to that required under the contract. (10 points)

2. Demonstrated ability to secure and retain qualified staff and consultants, as needed, for the work required under the contract. (5 points)

3. Adequacy of facilities and equipment including hardware and software necessary for the work required under the contract. (5 points)

D. EFFECTIVE MANAGEMENT PLAN (10 points)

1. The degree to which the Offeror's management plan, including the performance measurement system, provides evidence of sound management structures and procedures, as well as efficient and timely use of human, physical, and financial resources.

M.2. 52.217-5

EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

(End of Section)