

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING ..		PAGE 1	OF PAGES 63
2. CONTRACT NO.		3. SOLICITATION NO. ED-00-R-0008		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/03/2000	
				6. REQUISITION/PURCHASE NO. EDOERI-99-000393			
7. ISSUED BY CODE <u>cpod</u> Contracts and Purchasing Opr., Group D U.S. Dept. of Education, Rm 3616, ROB-3 Seventh and D Streets SW Washington, DC 20202-4447				8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and 5 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 unf 2:00 PM local time Mar 7, 2000
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Jeff Halsted JCH	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 708-8283
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS <i>The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	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)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

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

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
0001	NEW OERI LOGISTICAL TASK ORDER	1	EA	_____.	_____.
END OF SECTION B					

SECTION B

The following clause does not apply.

The following clause does not apply.

B.1. 301-9

SECTION 8(a) DIRECT AWARDS {52.219-70} (AUGUST 1998)
(Reference)

B.2. 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 See Section J-2 .

B.3. 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.4. 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

SECTION B

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.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 Section J-2 _____

B.6. 301-26a

MINIMUM/MAXIMUM QUANTITIES (APRIL 1997)

The minimum quantity of direct labor under this contract is 1,500 hours. The maximum total hours of direct labor for all task orders are: 80,000

The hours shown above for task orders are ceilings. Actual hours of direct labor expended on task orders shall not exceed these amounts. Actual hours of direct labor expended on task orders shall be considered the sum of the hours authorized for time and material task orders and the hours proposed, accepted and used in the pricing of fixed price task orders.

B.7. 301-27a

MATERIALS REIMBURSEMENT (TIME AND MATERIALS TASK ORDERS, WORK ORDERS, AND NON-LOCAL TRAVEL) (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; Work Orders; and Air, Per Diem and Miscellaneous costs associated with Travel shall be directly reimbursed as directed.

(b) No direct costs shall be reimbursed unless allowable under cost principles of Part 31 of the Federal Acquisition Regulations. Reimbursement of other direct cost 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 are as follows:

See Pricing Schedule, J-2

(d) The material handling overhead rates listed above include only indirect costs allocated to direct materials in accordance with the

SECTION B

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; and for Air, Per Diem and Miscellaneous Costs associated with Travel.

B.8 CONTRACT DEFINITION

This is a performance based service contract as defined in Office of Management and Budget (OMB) policy letter 91-2 (April 9, 1991). This is an Indefinite Delivery-Indefinite Quantity (IDIQ) contract with provisions for Firm Fixed Price, and Time and Materials task orders. The type of contract instrument selected will be determined on a task order by task order basis, based on the criteria contained in FAR 16.1, Selecting Contract Types. Only one contract type will be used on an individual task order unless mutually agreed to by the Contractor and the cognizant Contracting Officer.

(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, _____. 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. _____

C.2 TASK ORDER COMPETITION

At the discretion of the Government, individual task orders may be competed among the contracts awarded pursuant to FAR 16.505(b). Individual criteria for evaluation purposes if any, shall be spelled out in the specific Task Order Request for Proposal. The Government shall evaluate competed task orders on a best value basis.

Source selection decisions made under these limited competition procedures shall not be subject to the Disputes Clause of this contract (FAR 52.233-1 or its Alternate). The Contracting Officer's source selection decisions for any task awarded under this contract shall be final. However, complaints from contractors on task order contracts will be reviewed by the Task Order Ombudsman for the Department of Education.

C.3 MINIMUM CONTRACT GUARANTEE AND MAXIMUM POTENTIAL

(a) The guaranteed minimum amount for the contract shall be a total of 1,500 hours; all awardees will receive this minimum amount even if an awardee never wins a task order. The maximum amount for the contract shall be a total of 80,000 hours. Both amounts are inclusive of the entire contract period (base year and any options exercised with the assumption that all options are exercised).

(b) The Government has no obligation to issue task orders to the Contractor beyond the amount specified in paragraph (a) of this clause. Once the conditions of paragraph (a) have been met, the Contractor will continue to have the opportunity to be issued task order(s) under the contract unless notified by the Contracting Officer.

C.4 ORDERING PROVISIONS

The task order procedures apply to all task orders issued under this contract. Any services to be furnished under this contract will be ordered by issuance of task orders. Task orders shall be issued in accordance with FAR 52.216-8 (Fixed Fee), 52.216-19 (Delivery Order Limitation), and 52.216-22 (Indefinite Quantity). In addition:

(a) Only the Contracting Officer has the authority to issue a task order under this contract.

(b) This contract is for the use of OERI, however, at the sole discretion of the Contracting Officer, a maximum of two tasks per year per POC may be placed by other POCs

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

within the Department.

(c) All task orders are subject to the terms and conditions of the contract. In the event of a conflict between a task order and the contract, the contract shall take precedence.

(d) It is the Government's intent to compete all task orders among the contractors awarded a contract. It is the Government's intent to issue task orders for every task order request. However, awardees need not be given an opportunity to be considered for a particular task order if the contracting officer determines that:

(1) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;

(2) Only one such contractor is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;

(3) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under the contract provided that all awardees were given fair opportunity to be considered for the original task order; or

(4) It is necessary to place a task order to satisfy a minimum guarantee.

(e) No work will be performed and no payment will be made except as authorized by a task order.

(f) The Contracting Officer's selection decision on each task order shall be final and shall not be subject to the protest or disputes provisions of the contract, except for a protest that the task order increases the scope, period, or maximum value of the contract. Complaints from the Contractor may be submitted to the Task Order Ombudsman for the Department of Education.

(g) The Government intends to use electronic commerce methods to the maximum extent practicable for task orders.

C.5 TASK ORDER PROCEDURES

(a) Task orders shall be issued by the Contracting Officer in accordance with the procedures specified in this clause.

(1) 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.

(2) 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 labor category and corresponding fixed comprehensive rates of charge (loaded labor rates). Loaded labor rates shall be specified in the Pricing Schedule. Ordered hours shall serve as ceilings for use for

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

each specified classification under the subject tasks.

(b) Three methods will be utilized to place orders under this contract. The Government will determine which method best fits its needs and will place the order accordingly. The methods are as follows:

1.) Normal Response: A Statement of Work for a proposed task order will be furnished to each Contractor as well as a request for a technical and cost proposal Contractor (generally via e-mail although fax and mail may be used). The request will state the proposed contract type of the task order. Proposals shall be due 10 calendar days from the date of request. The request will state the actual due date.

2.) Fast Response: A Statement of Work will be sent by e-mail only to each Contractor as well as a request for a technical and cost proposal. The Contractor shall provide their proposal by e-mail 5 calendar days from the date of request. The request will state the actual due date.

3.) Immediate Response: Contractors will receive a phone call from the Contracting Officer or the Contract Specialist notifying them of the need for an immediate response. A Statement of Work will be immediately sent to each Contractor. The Contractors will be given 24 hours to provide a cost proposal for the work. The Contractor with the lowest cost proposal shall receive the award. Note, this procedure for awarding Tasks is the only procedure which shall differ from the procedures contained in part (g) below.

In all cases, the Government reserves the right to award tasks based on initial offers.

(c) Task order award(s) will be made to the offeror(s) whose proposal is determined to best meet the needs of the Government after consideration of all factors and therefore provides the best value. Best value for the purpose of the contract is defined as the procurement process that results in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis between technical, past performance and cost/price factors.

(d) Offerors must provide offers on all competitively awarded task orders (unless otherwise directed by the Contracting Officer). Offerors must delineate which portions of the task order will be performed by the prime contractor vs. subcontractors.

(e) Offerors are cautioned that in conducting the task order evaluation, the Government may use data provided by the offeror in its proposal as well as data obtained from other sources, including previously awarded task orders. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.

(f) The Government shall evaluate the Contractor's task order proposal and determine whether or not to award a task order. Evaluation of the technical/past performance portion of the task order shall be done separately from the evaluation of the cost/price portion. Technical and cost/price negotiations will be held if necessary. If discussions are conducted the Contractor will be notified and provided an opportunity to submit a Final Revised Proposal. Upon receipt of the Final Revised Proposal, the task order will be evaluated and a task order will be awarded if considered to be in the Government's best interest.

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

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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. Period of performance will be indicated on each task order;
 5. Name of the task order COTR;
 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 Statement of Work shall take precedence.
 7. Fixed Price task orders shall include a schedule of deliverables and a corresponding 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, generally by incorporating the contractor's cost proposal.
 9. All Task Orders shall include a listing of the dollar amount available for incentives and the standards which shall be used to evaluate the incentives.
- (h) 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.
- (i) The Contractor will not accept task orders which exceed the "not-to-exceed" amount of the contract.
- (j) 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.
- (k) All invoices for services ordered under task orders shall be incorporated in the monthly invoice. The Contractor shall include a summary page of all tasks being billed under the invoice. Costs shall be allowable, allocable and reasonable as governed by the contract's cost principle provisions and FAR Part 31. Invoices for services 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

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

cumulative amount for materials; and the cumulative amount for the task order.

(l) Orders may be placed by e-mail. Orders may be placed by facsimile with telephone or written confirmation.

(m) In the event any task is placed under the Immediate Response method, 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, state the cost and the period of performance. Oral authorization will be confirmed in writing through the issuance of a task order.

C.6 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS

(a) All costs incurred by the Contractor under this contract shall be segregated by each task order. The Contractor shall, therefore, establish separate "Job Order Accounts and Numbers" for each task order issued and shall record all incurred costs in the appropriate job order account assigned each task order.

(b) There shall be no commingling of costs between task orders.

C.7 TIME AND MATERIALS LABOR CLASSIFICATIONS AND RATES

(a) With regard to all time and materials task orders, the labor rates listed in the pricing schedule shall be the firm fixed hourly rates of charge for personnel provided under this contract. The labor rates shall be complete charges, inclusive of all wage payment, overhead, and indirect costs. The Contractor is required to provide loaded composite rates for the base year and all option years for each labor category shown in Attachment J-2.

(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
Room 3616 ROB-3
Seventh and D Streets SW
Washington, D.C. 20202-4447

(c) Mark deliverables for: Dana Gotfredsen

D.2. 303-2

F.O.B. DESTINATION (MARCH 1986)

All deliverables shall be shipped on an F.O.B. Destination basis. The point for that shall be the delivery point otherwise specified under this section.

D.3. 303-4

PACKING (MAR 1986)

Preservation, packing and packaging of items for shipment shall be in accordance with commercial practice and adequate for acceptance by common carrier for safe transportation at the most economical rates.

(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 PERIOD OF PERFORMANCE

(a) Performance hereunder shall be completed within 12 months of the date of contract award.

Task Orders may be issued at any time during this period of performance, including option periods if the options are exercised, in accordance with the clauses entitled TASK ORDER PROCEDURE. Task orders may be issued prior to the expiration date of the contract which require performance or delivery after the final expiration date of the contract.

(b) The Government shall have the right to unilaterally extend the period of performance of this contract for the purpose stated in paragraph (a) of this article.

(c) Extensions of the period of performance of the contract for the purpose stated in this article shall NOT be considered an exercise of the option to extend the term of the contract.

(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.

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

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. 306-5

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

(a) The Contracting Officer's Technical Representative (COTR) is responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer.

(b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the

SECTION G
CONTRACT ADMINISTRATION DATA

COTR. No such changes shall be made without the written authorization of the Contracting Officer.

(c) The COTR's name and address:

To be inserted at time of award.

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

G.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.

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 \$1,000

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 3,000 hours 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 the date of Contract Award through the end of the effective Contract period.

(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

SECTION G
CONTRACT ADMINISTRATION DATA

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 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 the end date of the contract or as specified in outstanding orders placed under this contract.

(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

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

H.3. 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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

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

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

H.4. 307-19

REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H.5. 307-2

KEY PERSONNEL DESIGNATION (MARCH 1985)

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

Project Director
Meeting Planner
Program Specialist

H.6. 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.7. 307-31

YEAR 2000 COMPLIANCE (NOVEMBER 1997)

(a) Each hardware, software, and firmware product delivered or

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

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

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

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

H.8. 307-7a

PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized.

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

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

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

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

The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the

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Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer.

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

H.9. 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.10. 316-1

ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

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

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

(b) Software enhanced or modified for ED--Any enhancements

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

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

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

H.11. 3452.243-70

KEY PERSONNEL (AUG 1987)

The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without the written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect that addition or deletion of personnel.

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(END OF CLAUSE)

H.12. 52.217-9

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

d) There are four optimal periods of performance which are:

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

(End of clause)

H.13. 52.219-14

LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

H.14. 52.227-14

RIGHTS IN DATA--GENERAL (JUN 1987)

(a) Definitions. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial,

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administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

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(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright. (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which

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contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes

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clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--

- (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the use of the proposed notice is authorized;
- and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Reserved.

(3) Reserved.

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

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PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

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(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph

(d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward

to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data

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for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

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

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

(2) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

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

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

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

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

(7) if applicable, the Contractor 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 Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

H.16. 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

H.17 PERFORMANCE INCENTIVE PLAN

The work performed under this contract is subject to the technical review of the COTR and Project Task Monitor. In general, the work will be evaluated in terms of how well the requirements of the contract are satisfied and the extent to which the work performed follows the approach found in the contractors proposals to individual Task Orders. Within each Task Order the contractor will be evaluated based on how well the requirements of the Task Order are satisfied and the extent to which the work performed met the time schedule for each activity. The specific requirements and their related evaluation criteria will be identified in the Statement of Work for each Task Order. At the discretion of the Contracting Officer other government officials may be approved and asked to evaluate a particular Task Order.

The contractors performance for each Task Order will be evaluated at the completion of the Task Order. The contractor will be eligible for payment of incentives on all completed Task Orders at the end of the 12-month evaluation period in which they were completed. The contractor will be eligible for incentives up to 3% of the awarded amount

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of each Task Order. In general, deliverables will be evaluated on timeliness of reimbursements to conference attendees, and overall quality of the task deliverables and/or services provided. Because deliverables may differ from Task to Task, a specific Quality Assurance Surveillance Plan will accompany each Task Order.

The 12-month evaluation periods will begin with the Base Year of the contract, which is from the effective date of the contract to 12 months afterward. If options are exercised, the 12-month evaluation periods will follow the schedule in Section H, Clause 52.217-9.

The determination of an incentive payment will be made unilaterally and in writing by the Contracting Officer. The decision rendered will include a breakdown of incentives earned on individual Task Orders, a summation of total incentives earned, and instructions to invoice the Government separately for the incentive amount. This decision is not subject to appeal under the Disputes Clause of this contract.

The contracting Officer's determination to make an incentive payment in no way alters the contractor's responsibilities to perform any functions or produce any deliverables that are required by this contract.

In the event the contract is terminated, in whole or in part, the contractor will only be eligible for incentives on fully completed Task Orders for the evaluation period in which termination occurred.

To be eligible for incentives, any deliverables, services, or other activities identified as eligible for incentives must be delivered or completed within the time period specified in the Task Order. The only exception will be for Government-caused delay. In the event of Government-caused delay, the contractor shall notify the Contracting Officer of the delay, and request that the Contracting Officer amend the due date accordingly. The decision to amend a due date rests solely with the Contracting Officer and is not subject to the disputes clause.

To be eligible for incentives, any deliverables, services or other activities identified as eligible for incentives must be delivered or completed within budget as specified in the Task Order. The only exception will be for a Government-caused budget increase. In the event of a Government-caused increase, the contractor shall notify the Contracting Officer of the increase, and request that the Contracting Officer amend the budget accordingly. The decision to amend a budget rests solely with the Contracting Officer and is not subject to the disputes 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
DISABILITIES
(Reference)
- I.9. 52.203-3
GRATUITIES (APR 1984)
(Reference 3.202)
- I.10. 52.203-5
COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)
- I.11. 52.203-6
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(Reference 3.503-2)
- I.12. 52.203-7
ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)
- I.13. 52.203-8
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER
ACTIVITY (JAN 1997)
(Reference 3.104-9)

SECTION I
CONTRACT CLAUSES

- I.14. 52.203-10
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)
- I.15. 52.203-11
CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (APR 1991)
(Reference 3.808)
- I.16. 52.203-12
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN
1997)
(Reference 3.808)
- I.17. 52.204-4
PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
(Reference 4.304)
- I.18. 52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409)
- I.19. 52.215-2
AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
(Reference)
- I.20. 52.215-14
INTEGRITY OF UNIT PRICES (OCT 1997)
(Reference)
- I.21. 52.216-7
ALLOWABLE COST AND PAYMENT (APR 1998)
(Reference)
- I.22. 52.217-8
OPTION TO EXTEND SERVICES (AUG 1989)
(Reference 17.208)
- I.23. 52.219-8
UTILIZATION OF SMALL BUSINESS CONCERNS (JUNE 1999)
(Reference)

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

- I.24. 52.222-3
CONVICT LABOR (AUG 1996)
(Reference 22.202)

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

- I.25. 52.222-26
EQUAL OPPORTUNITY (FEB 1999)
(Reference)

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CONTRACT CLAUSES

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

- I.26. 52.222-35
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(APR 1998)
(Reference 22.1308)

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

- I.27. 52.222-36
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference)

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

- I.28. 52.222-37
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(JAN 1999)
(Reference)

- I.29. 52.223-2
CLEAN AIR AND WATER (APR 1984)
(Reference 23.105)

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

- I.30. 52.225-3
BUY AMERICAN ACT--SUPPLIES (JAN 1994)
(Reference 25.109)

- I.31. 52.225-11
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
(Reference)

- I.32. 52.227-3
PATENT INDEMNITY (APR 1984)
(Reference 27.203-1)

- I.33. 52.232-7
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 1997)
(Reference 32.111)

- I.34. 52.232-8
DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
(Reference 32.111)

- I.35. 52.232-17
INTEREST (JUNE 1996)
(Reference 32.617)

- I.36. 52.232-23
ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)

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- I.37. 52.232-25
PROMPT PAYMENT (JUN 1997)
(Reference)
- I.38. 52.233-1
DISPUTES (DEC 1998)
(Reference)
- I.39. 52.233-1 I
DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)
(Reference)
- I.40. 52.233-3
PROTEST AFTER AWARD (AUG 1996)
(Reference 33.106)
- I.41. 52.242-13
BANKRUPTCY (JUL 1995)
(Reference 42.903)
- I.42. 52.242-15
STOP-WORK ORDER (AUG 1989)
(Reference 42.1305)
- I.43. 52.243-1 I
CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)
(Reference 43.205)
- I.44. 52.243-3
CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)
(Reference 43.205)
- I.45. 52.245-5
GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (JAN 1986)
(Reference 45.106)
- I.46. 52.246-4
INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)
- I.47. 52.246-6
INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)
(Reference 46.306)
- I.48. 52.246-25
LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)

(The following clause shall apply if designated.)

- I.49. 52.247-34
F.O.B. DESTINATION (NOV 1991)
(Reference 47.303-6)

SECTION I
CONTRACT CLAUSES

- I.50. 52.248-1
VALUE ENGINEERING (MAR 1989)
(Reference 48.201)
- I.51. 52.248-1 III
VALUE ENGINEERING (MAR 1989)--ALTERNATE III (APR 1984)
(Reference 48.201)
- I.52. 52.249-4
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
(APR 1984)
(Reference 49.502)
- I.53. 52.249-8
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)
- I.54. 52.249-14
EXCUSABLE DELAYS (APR 1984)
(Reference 49.505)
- I.55. 52.253-1
COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53-111)
- I.56. 52.252-2a
CLAUSES INCORPORATED BY REFERENCE
The addresses referred to in clause 52.252-2 for electronic access
to the full text of clauses are: <http://www.arnet.gov/far> for FAR
clauses and <http://ocfo.ed.gov/coninfo/edar.htm> for EDAR clauses.
- I.57. 52.252-2
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)
(End of Section)

SECTION J
LIST OF ATTACHMENTS

J.1. 309-1a

LIST OF ATTACHMENTS (APRIL 1984)

Statment of Work (Attachment A)

Past Performance Form (Attachment B)

Pricing Schedule (included here as J-2)

(End of Section)

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

REPRESENTATION AUTHORITY (MARCH 1985)

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

(Name of Offeror) (RFP No.)

(Signature of (Date)
Authorized Individual)

(TYPED NAME OF AUTHORIZED INDIVIDUAL)

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

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

K.2. 310-10

GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

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

(A) Contractor's Name: _____

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

(C) Telephone Number: _____

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

(E) Cognizant Government:
Audit Agency: _____
Address: _____
Auditor: _____

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

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Total Sales: \$ _____

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

Total Sales for First Preceding Fiscal Year \$ _____

Total Sales for Second Preceding Fiscal Year \$ _____

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

If a division or subsidiary corporation, name parent company:

(H) Date Company Organized: _____

(I) Manpower:

Total Employees: _____

Direct: _____

Indirect: _____

Standard Work Week (Hours): _____

(J) Commercial Products: _____

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

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

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

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

If yes, give name and location of agency: _____

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

If yes, give name and address of agency: _____

(M) What is your fiscal year period?

(Give month-to-month dates):

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

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

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

accepted by any Government agency? Yes _____ No _____

If yes, name and location of the Government agency:

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
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Date of last pre-award audit review by a Government agency:

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

(O) Cost estimating is performed by:

Accounting Department: -----

Contracting Department: -----

Other (describe) -----

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

If yes, name and location of the Government agency:

(Q) Purchasing Procedures:

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

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

If yes, name and location of the Government agency:

(R) Does your firm have an established written incentive

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

K.3. 310-16

POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

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

K.4. 310-6

DUPLICATION OF COST (MARCH 1985)

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

K.5. 313-3

COMPETITIVE BUSINESS MIX CERTIFICATION (APRIL 1995)

(A) [] The offeror is in the developmental stage.

(B) [] The offeror acknowledges that it is currently in the transition stage of 8(a) Program participation and certifies that it is compliance with the non 8(a) business activity targets established pursuant to 13 CFR 124.312(c).

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REPRESENTATIONS, CERTIFICATIONS AND
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- (C) [] The offeror certifies that it is in compliance with the remedial measures imposed by SBA, if any, pursuant to 13 CFR 124.312(c)(9) [Misrepresentation by falsely certifying to past compliance with the non-8(a) business activity targets established in the business
- (1) Punishment by a fine of not more than \$500,000 or imprisonment for not more than 10 years, or both;
- (2) The administrative remedies prescribed by the Program fraud Civil Remedies Act of 1986 (31 USC 3801-3812);
- (3) Suspension and debarment as specified in 13 CFR 145 of Subpart 9.4 of Title 48 Code of Federal Regulation (or any successor regulation) on the basis that such misrepresentation indicates a lack of business integrity that seriously and directly effects the present responsibility of a person or entity to transact business with the Federal Government; and
- (4) Ineligibility for participation in any program or activity conducted under the authority of the Small Business Act of the Small Business Investment Act for a period of not to exceed 3 years.]

K.6. 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:_____.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
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☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(e) Common Parent.

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

☐ Name and TIN of common parent:

Name_____

TIN_____

(End of provision)

K.7. 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)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
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K.8. 52.215-6

PLACE OF PERFORMANCE BUSINESS (OCT 1997)

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

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

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

_____	_____
_____	_____

(End of provision)

K.9. 52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

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

(2) The small business size standard is _____

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it /_ / is, /_ / is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.10. 52.222-21
PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

(End of clause)

K.11. 52.222-25
AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.12. 52.223-6

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
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DRUG-FREE WORKPLACE (JAN 1997)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

K.13. 52.225-1

BUY AMERICAN CERTIFICATE (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

(End of Section)

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L.1. 307-1

ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

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

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

L.2. 311-1a

TYPE OF CONTRACT (MAY 1997)

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

Resumes do not count toward the page limit specified in Section M. Please submit all resumes with the offer in a separate, bound format with a title page clearly marking the packet with the offerors name, solicitation number, and the contents as "Resumes".

L.3. 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.

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

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

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

See Section L. 9 General Instructions

L.4. 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.5. 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:

Dana Gotfredsen
U.S. Dept. of Education
Room 3616, ROB-3
Seventh and D Streets, SW
Washington, D.C. 20202-4447

FAX: (202) 708-9817

E-Mail: Dana.Gotfredsen@ed.gov

ED will accept clarification questions until 15 calendar days after issuance. After this date ED does not guarantee that a response will be

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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.6. 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.7. 311-9

COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT (JUNE 1998)

Small Business Comments are Important:

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

L.8. 313-1

CERTIFICATION OF SUBCONTRACTING (AUGUST 1998)

I certify that at least the percentage of work required by 13 CFR 124.314 shall be performed by employees of my firm and that SBA approval will be obtained prior to entering into a subcontract with any other concern. Those percentages are:

☐ SERVICES (except construction) -- At least 50 percent of the cost of contract performance incurred for labor must be expended for employees of the 8(a) concern.

☐ SUPPLIES (other than from regular dealer) -- At least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

☐ GENERAL CONSTRUCTION -- At least 15 percent of the cost of the contract, not including the cost of materials, must be expended for employees of the 8(a) concern.

☐ CONSTRUCTION BY SPECIAL TRADE CONTRACTORS -- At least 25 percent of the cost of contract, not including the cost of materials, must be expended for employees of the 8(a) concern.

L.9. 313-2

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SUBCONTRACT APPROVAL (AUGUST 1998)

The contractor shall obtain the Contracting Officer's approval prior to entering into any subcontracting agreement with another concern in the performance of an 8(a) contract.

The Contracting Officer will not approve any subcontracting arrangement where:

- (1) The performance of work requirements set forth in 13 CFR 124.314 would not be met;
- (2) The proposed subcontractor has been suspended, debarred, or determined to be ineligible by any Federal agency;
- (3) The Contracting Officer determines that the proposed subcontractor would control the performance of the requirement;
- (4) The Contracting Officer determines that the proposed subcontracting relationship is not an arms length agreement; or
- (5) The Contracting Officer determines that the proposed subcontracting arrangement is an attempt to circumvent the Small Business Administration's size regulations.

A Past Performance Form can be found at Attachment B.

L.10. 314-1

PAST PERFORMANCE REPORT (MAR 1996)

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

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

Include the following information for each contract and subcontract:

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1. Identification
 - a. Name of the contracting activity
 - b. Program title or product name
 - c. Contract number
 - d. Contract type
 - e. Period of performance, including all option periods
 - f. Contract Value:
 - (1) Initial projected total contract amount including all option periods
 - (2) Final or current projected total contract amount including all option periods
 - g. Points of Contact
 - (1) Contracting officer and telephone and fax number and e-mail address (if known)
 - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
 - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
2. Work performed and relevance
 - a. Brief synopsis of work performed
 - b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
 - c. Brief, specific examples of the offeror's high quality performance
3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.
4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
 - a. The date you sent the "Contractor Information Form" to each reference.
 - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
 - c. To whom you sent it including telephone and fax number and e-mail address (if known).

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

C. Offerors should understand the difference between experience and past performance. Experience reflects the offeror's capability of performing a requirement. Past performance reflects how well it has performed similar requirements. In assessing past performance, the

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quality of the offeror's past performance is of primary significance, not the quantity of previous contracts performed. An offeror's experience will be evaluated in the technical proposal. For further guidance on including information on experience or how experience will be evaluated refer to the technical proposal instructions and evaluation criteria.

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

Identify which segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. Information about awards will be considered in evaluation of each of the past performance subfactors described in Section M. The offeror may describe how the award relates to one or more of the subfactors.

E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it to the contracting officer as prescribed on the form. Completed forms from references are due 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.

DEVIATION

Paragraph (f) (4), under the following provision (L.11) is modified in the following manner:

The first sentence is deleted and is replaced with: "The Government reserves the right to

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award without discussions, and will hold discussions with offerors in the competitive range only if necessary."

L.11. 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;

(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

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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 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

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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).

(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,

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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 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

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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.12. 52.215-16

FACILITIES CAPITAL COST OF MONEY (OCT 1997)

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

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

(End of provision)

L.13. 52.216-27

SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

L.14. 52.232-38

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

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

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the

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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.15 General Instructions

If an offeror wants to compete for the contract described in Sections A through J and also Attachment A, Statement of Work, of this Request for Proposal (RFP) they must submit a proposal which consists of the following: (1) responses to the questions in Section M, (2) pricing information as specified in Section J.2 and (3) past performance information as specified. If the offeror meets all of the requirements in Section M.2 they must also respond to a sample task and participate in an interview.

We will consider how well the offeror complied with these instructions to be indicative of what we could expect during contract performance. Please contact the Contracting Specialist by telephone, email or in writing if you do not understand any part of these instructions.

Dana Gotfredsen (202) 708-8569
Dana_Gotfredsen@ed.gov

U.S. Dept. of Education
7th and D Streets, SW
Room 3616, ROB-3
Washington, D.C. 20202-4447

Offerors must submit an original and five copies of their proposal to:

U.S. Department of Education
Support Services Group
GSA Building, Room 3616 (Mail Stop 4443)
7th & D Streets, S.W.
Washington, D.C. 20202

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 the Support Services Group (SSG) at 708-8493 (if no answer is received at this number please call the number listed above for Ms. Gotfredsen). Offerors should indicate for which RFP number they are submitting a proposal and should have proper photo identification. Offerors will be required to sign in and be escorted to SSG where the proposal will be officially received. Offerors shall consider this delay in meeting the time specified for proposal receipt. Proposal receipt occurs in room 3616 when a proposal is time-stamped by the Department.

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M. Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content.

It is understood that the proposal will become part of the official contract file. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally obligate 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 questions on the OCFO Web Site,

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call Gary Weaver at 202/401-0083.

L.16 Proposal Instructions

1. Offer - Offers must consist of the following:

- a) Standard Form 33 "Solicitation, Offer, and Award" with blocks 12 through 18 completed by offeror.
- b) J.2 - Pricing Schedule with offeror's proposed prices inserted in the appropriate spaces. The pricing schedule must be fully completed. The volumes indicated in the Schedule are for evaluation purposes only and are estimates of level of efforts required for work under the contract. Offerors shall multiply the estimated hours by the loaded labor rates and multiply the labor-exclusive direct cost estimate by their proposed materials handling overhead (if any).
- c) RFP Section K "Representations, Certifications and Other Statements of Offerors" completed fully by the offeror.
- d) Responses as required by Section M.

Completion and submission of the above items will constitute an offer. Offerors must communicate unconditional assent to the terms and conditions of this RFP, including any attachments and documents incorporated by reference.

2. Pricing Information

The offeror's pricing information must contain the following information:

- a) Property and equipment - It is ED's 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, offerors must include in their proposal the description and estimated cost of each item, and whether they propose to acquire the item with their 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.

Offerors must identify all Government-owned property in their possession and all property acquired with Federal funds, to which they have title, that is proposed to be used in the performance of the prospective contract.

- b) 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, at the request of the Contracting Officer, 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

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

The Contracting Officer will request this information of all offerors in range for award.

c) The offeror must complete and fill out the pricing schedule (J.2) as stated in the instructions for the offer above. Each offeror shall provide supporting cost and pricing data for each unit and loaded rate shown in the pricing schedule for the base period and all option periods. Offerors shall submit detailed worksheets showing the derivation of each unit price and loaded rate. These worksheets should include the breakdown of all direct costs, indirect costs and fee.

d) Copy of Indirect Rate Agreement (if any)

3) Contractor Personnel and Past Performance

Follow the instructions for Past Performance contained in L.10. The information provided pursuant to L.10 does not count toward the page limit specified in Section M.

L.18 Oral Interview

After the submission of proposals, if your offer receives a score of 20 or higher and the prices are reasonable per FAR 15.1, the Government Estimate and market research (see M.2 Evaluation Factors for Award), representatives of your firm must participate in an interview with the Government's source selection team. Offerors who receive a score of 20 or above will be contacted and will receive by e-mail or fax a copy of the Sample Task Order. The offeror will have 7 days to prepare a written response to the Sample Task. At the time Sample Tasks are issued, offerors will be scheduled for the oral interview. The purpose of the interview is to discuss the offerors response to the Sample Task. The interview will not constitute discussions or serve to solicit or entertain any revisions to your offer. If the Government decides to conduct discussions we will not debrief offerors on their interview.

The Contracting Officer will schedule offerors interviews and will notify them of the date, time, and location of the interview after Phase I is complete. The Contracting Officer will provide offerors with additional instructions for the interview when they are notified. The interview will be conducted at a Government facility. The Government reserves the right to reschedule any offeror's interview at the discretion of the Contracting Officer.

During the interview the offeror's representatives must do the following:

1. Introduction -- Introduce themselves, briefly describe the organization and major related contracts or projects in which the organization has been involved. A maximum of 15 minutes will be allowed.
2. Presentation -- Present their response to the Sample Task. Offerors may present their response in any manner they choose. However, the Government will not allow any materials (i.e. in addition to the offerors written response to the Sample Task) to be presented.

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The Government will not provide any audio-visual equipment or other presentation aids. The interview room will have a table, chairs, and electrical wall outlets. Any other needs are the sole responsibility of the offeror. A maximum of 45 minutes will be allowed. Offerors will be allowed 20 minutes of uninterrupted (except for clarifications) presentation time. After the 20 minute period, the Government's team may begin asking substantive questions at any time.

3. Question and Answer Session -- Answer questions from the team about the difficulties and risks you expect to encounter during the performance of the Sample Task and how you would manage those difficulties and risks. The team will ask questions for approximately 30 minutes. However, we reserve the right to ask questions until such time as the team has ample understanding of the offerors approach to fairly evaluate the sample task.

The offeror's representatives must include one or more of the persons whom you will employ under the prospective contract to perform the functions listed in the Statement of Work.

The Government may audiotape the interview solely for our own use and records.

(End of Section)

SECTION M
EVALUATION FACTORS FOR AWARD

M.1. 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)

M.2 EVALUATION CRITERIA

When combined, all evaluation factors other than cost or price, are significantly more important than cost or price.

The proposals for this RFP will be evaluated in two phases. Offerors are asked to provide written responses to the evaluation criteria listed below for Phase I. Only proposals scoring at least 20 out of 25 on the criteria for Phase I will be allowed to compete in Phase II.

Assuming adequate competition, the Government intends to perform Price Analysis prior to Phase II of the competition. Offerors who do not provide a fair and reasonable price, based on Price Analysis, will not be considered during Phase II of the competition regardless of their score in Phase I.

Past Performance will be evaluated for offerors remaining in the competition for Phase II. The Government will evaluate offerors' Past Performance on similar efforts for Federal, State, and local government and private sector firms. The Government may contact agencies and individuals with whom the offeror has done business and will consider information received from such contact in the offerors overall Past Performance rating. The relevance of such information will be the determination of the Source Selection Authority. A total of 20 points will be available for Past Performance.

All offerors in Phase II will be given a sample task order and will have a week (7 calendar days) to prepare an oral presentation and a written proposal on the sample task. It is anticipated that the oral presentations will take place during the last week of March 2000, at the Department of Education in a room to be announced. The entire presentation will take no more than 90 minutes with at least 30 minutes of this time reserved for questions and answers. The contractor should bring only necessary staff for the presentation while ensuring that those who attend are capable of answering a wide range of questions regarding the firm and the information presented. In no case shall the contractor bring more than 5 members of its staff.

Based on the criteria specified in this Section (M), the Government will combine the scores from Phase I, Phase II, and Past Performance. This combined total will comprise the offerors Quality Score. All offerors will then be ranked by their Quality Score. A best value determination will commence at this point to determine which offeror(s) represent the best value to the Government. The Government reserves the right to make this determination without the benefit of Discussions. In the event that Discussions are necessary, the Contracting Officer will establish the competitive range and hold discussions with those offerors whose proposals are most highly rated.

Phase I

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For Phase I, please limit your answer to ten (10) pages.

Score: 5 points-Describe the experience that your firm has in providing logistical assistance. Indicate the types, numbers and magnitude of the tasks on which you have worked, such as peer review and large and small conference management. Also describe your experience in handling multiple tasks simultaneously.

Score: 5 points- Describe your physical facilities and technological capabilities. Include a description of your firm's ability to use state of the art technology to manage projects, coordinate logistics, make travel arrangements, communicate with conference participants, and provide up-to-date status reports. Please be specific about your connectivity concerning e-mail and the Internet. What are your in-house software capabilities especially with various operating systems but specifically Microsoft Office and Macintosh?

Score: 5 points--Describe the experience and qualifications of the Project Director in managing contracts similar in scope and complexity to the stated work. In addition, list your key personnel and provide a rationale for why they are identified as such. Include their expertise and training and indicate whether or not they are full-time or part-time employees. Include other information that you think is relevant such as familiarity with the work of the Department of Education or other government agencies and overall federal government rules, regulations and other requirements.

Score: 5 points--How many full- and part-time staff do you have?

What are your strategies for ensuring that there are adequate staff to manage each task and for ensuring that there are staff with the expertise required by each task when:

(a) the expertise is not available in your organization? (Please indicate the strategies you use to identify experts in various fields including but not limited to educational research, comprehensive school reform; and educational technology);

(b) you have multiple tasks occurring at the same time requiring a large number of staff with varied experience and skill?; and

(c) there are peak work times? (multiple concurrent tasks).

Score: 5 points--Describe your financial management system especially the procedures you have in place to ensure timely and accurate billing and invoicing as well as to provide payments to peer reviewers and conference participants as required under various task orders. Also describe your method to ensure you provide reasonable cost estimates when responding to a statement of work.

Phase II-Oral Presentation

The sample task will be provided to those who qualify under Phase I. Each firm will be given one week (7 calendar days) to prepare and then present the response orally.

10 points--Please present a written plan for accomplishing the task, how you would staff the task and the cost.

10 points--During the oral presentation/question and answer, you will provide a rationale

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as to why this is an effective and efficient way of accomplishing the work and defend the costs including the number of hours for each type of staff and the other direct charges. Identify obstacles that you foresee and provide advice on how to address each obstacle. Be advised, providing costs that are not reasonable (either too low or too high) will result in loss of points for this criteria.

(End of Section)