

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING ..		PAGE 1		OF PAGES 39	
2. CONTRACT NO.		3. SOLICITATION NO. ED-00-R-0037		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/10/2000		6. REQUISITION/PURCHASE NO. EDOOIG-00-000058	
7. ISSUED BY Contracts and Purchasing Opr., Group B U.S. Dept. of Education, Rm 3636, ROB-3 Seventh and D Streets SW Washington, DC 20202-4445				CODE CPOB		8. ADDRESS OFFER TO (If other than Item 7)			

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

### SOLICITATION

9. Sealed offers in original and 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 Issue by Block" until 2:00 PM local time Jun 8, 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 John T. Zentner JTZ		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 708-9061	
---------------------------	--	--------------------------------	--	---	--

### 11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-1	X	I	CONTRACT CLAUSES	15-17
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5-5	X	J	LIST OF ATTACHMENTS	18-18
X	D	PACKAGING AND MARKING	6-6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7-7	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	19-27
X	F	DELIVERIES OR PERFORMANCE	8-8				
X	G	CONTRACT ADMINISTRATION DATA	9-9	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	28-35
X	H	SPECIAL CONTRACT REQUIREMENTS	10-14	X	M	EVALUATION FACTORS FOR AWARD	36-39

### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		CALENDAR DAYS	
		%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			

### AWARD (To be completed by Government)

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

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

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
0001	THIS CONTRACT IS TO PROCURE THE SERVICES OF PROFESSIONAL TRAINERS TO PROVIDE FREE TRAINING ON BEHALF OF OIG TO CPAs AUDITING DEPARTMENT OF EDUCATION STUDENT FINANCIAL AID PROGRAMS.	1	EA	_____.	_____.

END OF SECTION B

SECTION B

B.1. 301-10

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

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

B.2. 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:

\_\_\_\_\_

(c) Mark deliverables for: \_\_\_\_\_

B.3. 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.

B.4. 52.209-6

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from

SECTION B

Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

(End of Section)

SECTION C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. 302-2

SCOPE OF WORK (FEBRUARY 1985)

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

(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:

100 Penn Square East  
Suite 502  
Philadelphia, PA 19107

(c) Mark deliverables for: \_\_\_\_\_

D.2. 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. 305-4

PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from 9/14/00 to 1/31/01 inclusive of all specified deliveries and/or task work.

F.2. 305-6

DELIVERABLES (MARCH 1986)

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

(End of Section)



SECTION G  
CONTRACT ADMINISTRATION DATA

G.1. 306-1a

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

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

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

John Zentner  
Room 3636, ROB3  
7th and D Streets SW  
Washington, D.C. 20202

Phone: (202)-708-9061

Fax: (202)-260-0525

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. 306-8

CONTRACT ADMINISTRATOR (FEB 1985)

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

(End of Section)

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H.1. 301-20

PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES  
(FEB 1995)

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

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

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

H.2. 307-17

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

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

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

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

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

H.3. 307-19

REDACTED PROPOSALS (DECEMBER 1998)

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

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

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

H.4. 307-2

KEY PERSONNEL DESIGNATION (MARCH 1985)

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

-----

H.5. 307-3

DUAL COMPENSATION (MARCH 1985)

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

H.6. 307-31

YEAR 2000 COMPLIANCE (NOVEMBER 1997)

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

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

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

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

H.7. 307-7a

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

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

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

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

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

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

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

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

H.8. 307-8

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

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

H.9. 316-1

ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities.

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

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.

(End of Section)

SECTION I  
CONTRACT CLAUSES

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

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

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

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

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

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

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

I.6. 52.222-35  
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  
(APR 1998)  
(Reference 22.1308)

I.7. 52.225-11  
BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS  
UNDER TRADE AGREEMENTS (FEB 2000)  
(Reference)

I.8. 52.232-1  
PAYMENTS (APR 1984)  
(Reference 32.111)

I.9. 52.232-8  
DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)  
(Reference 32.111)

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

I.10. 52.232-9  
LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)  
(Reference 32.111)

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

SECTION I  
CONTRACT CLAUSES

I.12. 52.232-23  
ASSIGNMENT OF CLAIMS (JAN 1986)  
(Reference 32.806)

I.13. 52.232-25  
PROMPT PAYMENT (JUN 1997)  
(Reference)

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

I.14. 52.232-34  
PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR  
REGISTRATION (MAY 1999)  
(Reference)

I.15. 52.233-1  
DISPUTES (DEC 1998)  
(Reference)

I.16. 52.233-3  
PROTEST AFTER AWARD (AUG 1996)  
(Reference 33.106)

I.17. 52.242-15  
STOP-WORK ORDER (AUG 1989)  
(Reference 42.1305)

I.18. 52.242-17  
GOVERNMENT DELAY OF WORK (APR 1984)  
(Reference 42.1305)

I.19. 52.243-1  
CHANGES--FIXED-PRICE (AUG 1987)  
(Reference 43.205)

I.20. 52.246-4  
INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)  
(Reference 46.304)

(The following clause shall apply if designated.)

I.21. 52.247-34  
F.O.B. DESTINATION (NOV 1991)  
(Reference 47.303-6)

I.22. 52.248-1  
VALUE ENGINEERING (FEB 2000)  
(Reference)

I.23. 52.248-1 III  
VALUE ENGINEERING (FEB 2000)--ALTERNATE III (FEB 2000)  
(Reference)

I.24. 52.249-2



SECTION I  
CONTRACT CLAUSES

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)  
(Reference 49.502)

I.25. 52.253-1  
COMPUTER GENERATED FORMS (JAN 1991)  
(Reference 53-111)

The following clause doesn't apply

I.26. 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.

I.27. 52.252-2a  
CLAUSES INCORPORATED BY REFERENCE  
The addresses referred to in clause 52.252-2 for electronic access  
to the full text of clauses are: <http://www.arnet.gov/far> for FAR  
clauses and <http://ocfo.ed.gov/coninfo/edar.htm> for EDAR clauses.

(End of Section)

SECTION J  
LIST OF ATTACHMENTS

J.1. 309-1a

LIST OF ATTACHMENTS (APRIL 1984)

Attachment A            Statement of Work

Attachment B            Past Performance Sheet

(End of Section)

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

K.1. 310-1

REPRESENTATION AUTHORITY (MARCH 1985)

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

\_\_\_\_\_  
(Name of Offeror) (RFP No.)

\_\_\_\_\_  
(Signature of (Date)  
Authorized Individual)

\_\_\_\_\_  
(TYPED NAME OF AUTHORIZED INDIVIDUAL)

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

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

K.2. 310-10

GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

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

(A) Contractor's Name: \_\_\_\_\_

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

(C) Telephone Number: \_\_\_\_\_

(D) Individual(s) to contact re this proposal: \_\_\_\_\_  
\_\_\_\_\_

(E) Cognizant Government:

Audit Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Auditor: \_\_\_\_\_

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

Accounting Period:

Sales:

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

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

Commercial Sales: \$ \_\_\_\_\_

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

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

Total Sales for First Preceding Fiscal Year \$ \_\_\_\_\_

Total Sales for Second Preceding Fiscal Year \$ \_\_\_\_\_

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

\_\_\_\_\_  
If a division or subsidiary corporation, name parent  
company:

(H) Date Company Organized: \_\_\_\_\_

(I) Manpower:

Total Employees: \_\_\_\_\_

Direct: \_\_\_\_\_

Indirect: \_\_\_\_\_

Standard Work Week (Hours): \_\_\_\_\_

(J) Commercial Products: \_\_\_\_\_

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

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

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

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

If yes, give name and location of agency: \_\_\_\_\_

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

If yes, give name and address of agency: \_\_\_\_\_

(M) What is your fiscal year period?

(Give month-to-month dates):

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

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

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

accepted by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, name and location of the Government agency:

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

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

-----

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

(O) Cost estimating is performed by:

Accounting Department: -----

Contracting Department: -----

Other (describe) -----

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

If yes, name and location of the Government agency:

-----

(Q) Purchasing Procedures:

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

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

If yes, name and location of the Government agency:

-----

(R) Does your firm have an established written incentive

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

K.3. 310-16

POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

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

K.4. 310-6

DUPLICATION OF COST (MARCH 1985)

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

K.5. 52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

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

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

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

(End of provision)

K.6. 52.204-3

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

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

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

(d) Taxpayer Identification Number (TIN).

/\_/ TIN:\_\_\_\_\_.

/\_/ TIN has been applied for.

/\_/ TIN is not required because:

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

/\_/ Offeror is an agency or instrumentality of a foreign government;

/\_/ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

/\_/ Sole proprietorship;

/\_/ Partnership;

/\_/ Corporate entity (not tax-exempt);

/\_/ Corporate entity (tax-exempt);

/\_/ Government entity (Federal, State, or local);

/\_/ Foreign government;

/\_/ International organization per 26 CFR 1.6049-4;

/\_/ Other\_\_\_\_\_.

(e) Common Parent.

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

/\_/ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

(End of provision)

K.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.

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

(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](mailto:globalinfo@mail.dnb.com).

(End of provision)

K.8. 52.209-5

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

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

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require



SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

K.9. 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.10. 52.215-20

REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

K.11. 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 \$6.0 million

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

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

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

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

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

women-owned small business concern.

(c) Definitions.

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

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

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

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

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

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

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

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

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

(End of provision)

K.12. 52.222-22

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /\_/ has, /\_/ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It /\_/ has, /\_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(End of Section)

SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. 307-1

ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

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

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

L.2. 311-1

TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a firm fixed price type contract from this solicitation.

L.3. 311-2

GENERAL INSTRUCTIONS (APRIL 1999)

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

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

The proposal must be prepared in three parts:

A "Technical Proposal," "Business Proposal," and a "Past Performance Report." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. The proposal must be signed by an official authorized to bind your organization. You must submit an original and 5 copies of your technical proposal and an original and 5 copies of your business proposal and an original and one copy of your past performance report to:

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

SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Washington, D.C. 20202-4443

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

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

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

L.4. 311-3

TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

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

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

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

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

SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

-----

L.5. 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.6. 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:

John Zentner  
Room 3636--ROB3  
7th & D Streets SW  
Washington, D.C. 20202

Email: John\_T\_Zentner@ed.gov

Fax: (202)-260-0525

SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Phone: (202)-708-9061

ED will accept clarification questions until May 25, 2000. After this date ED does not guarantee that a response will be given. Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

L.7. 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.8. 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.9. 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,

SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Include the following information for each contract and subcontract:

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

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



SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

information will be obtained from the references.

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

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

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

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

SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.10. 52.215-16

FACILITIES CAPITAL COST OF MONEY (OCT 1997)

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

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

(End of provision)

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

L.11. 52.232-38

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

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

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

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

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

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

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

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

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

(End of provision)

L.12. 52.233-2

SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Joyce Calloway

SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Room 3636, ROB3  
7th & D Streets SW  
Washington, D.C. 20202

Phone: (202)-708-7216

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

(End of provision)

(End of Section)

SECTION M  
EVALUATION FACTORS FOR AWARD

M.1. 312-2

EVALUATION FACTORS FOR AWARD (FEB 1996)

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

(B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).

2. Past performance subfactors:

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

SECTION M  
EVALUATION FACTORS FOR AWARD

strategies.

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

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

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

-----

TECHNICAL FACTORS (100 POINTS)

I. Qualifications of Instructor(s)

The lead instructor must be a Certified Public Accountant, currently licensed by a Board of Public Accountancy of a State or territory of the United States to practice public accountancy. Evidence of CPA certificate and license to practice must be submitted.

SECTION M  
EVALUATION FACTORS FOR AWARD

Offeror must state in proposal whether it or any instructor has:

-been named in any referrals by a Federal Agency to a State Board of Accountancy or the American Institute of CPAs relating to audits performed for audit period ending on or after June 30, 1996\*; and/or

-received any letters from a Federal Audit Agency concerning any deficiencies relating to audits performed for audit period ending on or after June 30, 1996\*; and/or

-been separated from employment within the past 5 years or terminated from a contract for poor performance as an auditor (or any position of the type for which experience was gained relating to Item II of Technical Factors, above), or resigned from such employment after been given notice of pending separation or termination.

\*If named in referrals or cited in such letters, copies of the following should be included with the proposal: copies of pertinent correspondence and/or statements of details with the proposal, including any statements refuting the assertion of deficiencies.

(30 points)

II. Auditing or Equivalent Experience of Instructor(s)

The proposal includes evidence that instructor(s) has (have) actual experience auditing ED SFA programs at postsecondary institutions participating in ED's SFA programs-or-that instructor(s) demonstrate(s) equivalent experience, which must consist of both:

- (a) extensive experience applying substantial knowledge about ED's SFA programs and their administration; and
- (b) demonstrated knowledge of auditing standards and procedures applicable to audits of ED's SFA programs at post secondary institutions.

(25 points)

III. Experience Conducting Formal Training

The proposal includes evidence that instructor(s) has (have) actual experience conducting formal training.

(10 points)

IV. Technical Approach

1. The proposal demonstrates a clear understanding of the purpose and scope of the contract, and the proposal comprehensively and effectively addresses all tasks in the scope of work, clearly defining the activities to be undertaken to accomplish each task.

(10 points)

2. The offeror proposes an effective and detailed design for providing

SECTION M  
EVALUATION FACTORS FOR AWARD

training that indicates the offeror's understanding of what should be covered in a training program CPAs currently Auditing ED's Student Financial Aid Programs.

(25 points)

(End of Section)