

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING ..		PAGE 1	OF PAGES 94
2. CONTRACT NO.		3. SOLICITATION NO. ED-01-R-0001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/08/2000	
				6. REQUISITION/PURCHASE NO. EDOERI-00-000371			
7. ISSUED BY 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) CODE cpod			

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

**SOLICITATION**

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in untd 2:00 PM local time Sep 5, 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 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 <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)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.		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)		25. PAYMENT WILL BE MADE BY		
CODE		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	REGIONAL LAB COMPETITION FOR FY 2000	1	EA	_____.	_____.

END OF SECTION B

SECTION B

B.1. 3452.232-71

INCREMENTAL FUNDING (AUG 1987)

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

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

(END OF PROVISION)

B.3 Estimated Cost, Fixed, and Award Fee

a) It is estimated that the total cost to the Government for full performance of this contract will be \_\_\_\_\_, of which the sum \_\_\_\_\_, represents the estimated reimbursable costs, \_\_\_\_\_ represents the fixed fee, and \_\_\_\_\_ represents the amount available for Award Fee.

b) Sufficient funds are not presently available to cover the total estimated cost of this contract. However, this contract will follow the concepts fo incremental funding described in FAR Clause 52.232-22, "Limitation of Funds". Total funds currently available for payment and obligated to this contract are \_\_\_\_\_, of which \_\_\_\_\_ represents the limitation for reimbursable costs \_\_\_\_\_ represents the fixed fee and \_\_\_\_\_ represents the amount available for Award Fee.

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

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

End of clause

(End of Section)

SECTION C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. 302-2

SCOPE OF WORK (FEBRUARY 1985)

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

(End of Section)

SECTION D  
PACKAGING AND MARKING

D.1. 303-1

SHIPMENT AND MARKING (MARCH 1986)

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

(b) Ship deliverable items to:

See "Number of Copies" in the Deliverable Schedule (Attachment C).

(c) Mark deliverables for: See "Number of Copies" in the Deliverable Schedule (Attachment C).

(End of Section)

SECTION E  
INSPECTION AND ACCEPTANCE

E.1. 304-1

INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

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

(End of Section)

SECTION F  
DELIVERIES OR PERFORMANCE

F.1. 305-2

REPORT OF CONSULTANTS (MARCH 1986)

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

F.2. 305-4

PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from Award to 5 years from Award inclusive of all specified deliveries and/or task work.

F.3. 305-8

DELIVERY SCHEDULE (MARCH 1986)

The following items shall be delivered under this contract:

See Attachment C

Clause 52.219-9 specifies submission of forms 294 and 295, please refer to that clause for details.

(End of Section)

SECTION G  
CONTRACT ADMINISTRATION DATA

The reference to "billing instructions" in the following clause can be found in Attachment B.

G.1. 306-1

INVOICE AND CONTRACT FINANCING REQUEST SUBMISSION (MAY 1999)

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

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

Ms. LaShawn Pettaway  
Department of Education  
ROB-3 Room 3616  
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.

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

G.2. 306-8

CONTRACT ADMINISTRATOR (FEB 1985)

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

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G.3. 306-9

PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

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

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

To be inserted at time of Award.

(c) The Department will accept a current Forward Pricing Rate Agreement



SECTION G  
CONTRACT ADMINISTRATION DATA

negotiated with the offeror's cognizant federal agency. In the absence of an agreement, the Department will accept the offeror's proposed rates (if acceptable to the Contracting Officer) for a period not to exceed 90 days from contract award. The contractor must enter into negotiations with the Department or other cognizant agency to obtain a Forward Pricing Rate Agreement as soon as possible after award. After the 90 day period, if no Agreement is in place, the contractors effective billing rate will be zero percent, until an Agreement is in place. Billing rates may be extended beyond the 90 day period at the sole discretion of the Contracting Officer.

G.4 Additional Requirements for Control of Government Property

A) The Contractor must request written authorization from the Contracting Officer before acquiring any contractually necessary property to which the Government will have title. The request must include complete descriptions of all individual items which will exceed \$5,000 in cost, including:

- 1) a brief statement of function,
- 2) manufacturer and manufacturer's brand name, model or part number, and
- 3) vendor and its proposed price.

B) Management of government property in the possession of the contractor must be in accordance with FAR Part 45. The contractor must provide an annual report as required by FAR 45.505-14.

(End of Section)

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H.1. 52.232-12

ADVANCE PAYMENTS (MAY 1999)  
(Reference)

H.2. 52.232-12 II

ADVANCE PAYMENTS (MAY 1999)--ALTERNATE II (APR 1984)  
(Reference)

H.3. 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.4. 307-12

CONSENT TO SUBCONTRACT (AUGUST 1998)

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

H.5. 307-13

INFORMATION TECHNOLOGY SYSTEM SECURITY  
REQUIREMENTS (APRIL 1999)

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

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

The Contractor may arrange to review copies of the above referenced documents by contacting the Contract Specialist at telephone number (202) 708-8283. The Contractor shall include this provision in any subcontract(s) awarded pursuant to this contract.

H.6. 307-14

COMPUTER SYSTEM DESIGN AND IMPLEMENTATION REQUIREMENTS (APRIL 1999)

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

1. System Development Standards

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

2. Project Documentation Plans

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

3. Data Control and Validation

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

4. Programming Language

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

5. System Documentation

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

6. Computer Software

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

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

7. Government Furnished Documents

Copies of the ED "Software Life Cycle Management and Documentation Manual" will be furnished on request. Telephone requests should be directed to Jeff Halsted at Telephone Number (202) 708-8283. Written requests should be directed to the following address:

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

H.7. 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.8. 307-19

REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

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.9. 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

H.10. 307-24

CONSULTANT SERVICES AND CONSENT (APRIL 1986)

The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.

Additional instructions for the following clause:

1. The Contractor may not submit requests for consultant approvals more often than once a month.
2. The Contractor must provide the information required in clause 3452.237-71 for all requests.

H.11. 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.12. 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

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

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.13. 307-32

YEAR 2000 WARRANTY (NOVEMBER 1997)

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

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

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

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

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

(c) Any products or parts thereof corrected or furnished in

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

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

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

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

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

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

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

H.14. 307-5

PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H.15. 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.16. 308-2

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (March 1999)

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

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

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

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

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



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

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

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

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

(End of clause)

H.17. 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

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at <http://ocfo.ed.gov/coninfo/clibrary/software.htm>.

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

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

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

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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.18. 317-1

ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999)

The acquisition and management of Federal Information Processing (FIP) resources shall be conducted in a manner that ensures access to computer and telecommunications products and services by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition, management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in Section 508 of the the Workforce Investment Act of 1998, P.L. 105-220; Telecommunications Act of 1996, P.L. 104-104 February 1996, 110 Stat. 56; and in the Telecommunications Accessibility Enhancement Act, P.L. 100-542 October 1988.

FIP resources required under this contract include computer accommodation and information accessibility where the goal is to ensure full access, integration, and continuity of support to all individuals, including individuals with disabilities. "Computer accommodation" means the acquisition or modification of FIP resources to minimize the functional limitations of individuals with disabilities so as to promote productivity and provide access to work-related or public information resources. "Individuals with disabilities" are individuals with limitations of vision, hearing, speech and/or mobility. The contractor shall ensure that FIP resources are equally provided to all individuals, including individuals with disabilities.

The following clause does not apply to Territories of the United States.

H.19. 3452.247-70

FOREIGN TRAVEL (AUG 1987)

Foreign travel shall not be undertaken without the prior written approval of the contracting officer. As used in this clause, 'foreign travel' means travel outside the fifty States comprising the United States, the District of Columbia, and Canada.

(END OF CLAUSE)

H.20. 52.217-8

OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may

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

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

H.21. 52.224-1  
PRIVACY ACT NOTIFICATION (APR 1984)

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

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

(End of clause)

H.22. 52.224-2  
PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

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

(i) The systems of records; and

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

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

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

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

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

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

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

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

(End of clause)

The following clause will apply at time of Award and is provided here for information purposes.

H.23. 52.230-2

COST ACCOUNTING STANDARDS (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR, Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

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(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR, Part 9904 or a CAS rule or regulation in 48 CFR, Part 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

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The following clause will be effective at time of Award for applicable institutions. It is being provided here for information purposes.

H.24. 52.230-5

COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only). If a business unit of an educational institution required to submit a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for accumulating and allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets, and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement, if required, must be amended accordingly. If an accounting principle change mandated under Office of Management and Budget (OMB) Circular A-21, Cost Principles for Educational Institutions, requires that a change in the Contractor's cost accounting practices be made after the date of this contract award, the change must be applied prospectively to this contract and the Disclosure Statement, if required, must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR 9905 in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be

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made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) or (a)(4)(iv) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(iv) Agree to an equitable adjustment as provided in the Changes clause of this contract, if the contract cost is materially affected by an OMB Circular A-21 accounting principle amendment which, on becoming effective after the date of contract award, requires the Contractor to make a change to the Contractor's established cost accounting practices.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS or a CAS rule or regulation in 48 CFR 9903, and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all applicable CAS in effect on the subcontractor's award date or, if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in 48 CFR 9903.201-4 shall be inserted;

(2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000; and

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

(Unless specified elsewhere, the information required by the following clause must be



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submitted prior to award.)

H.25. 52.232-34

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

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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.

(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

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contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data 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.26. 52.239-1

PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

H.25

Quality Assurance Surveillance Plan (QASP)

Note--the terms Incentive and Award are used interchangeably throughout this section even though they have distinct interpretations in contract terminology. While the term incentive is used, the application and methodology of this section is based on an Award fee model.

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Incentive awards, encompassing the full amount of incentive fee that can be provided (three per cent) will be tied to evaluations of specific products. The Department's decision to pay or not to pay incentives in no way alters the contractor's responsibilities to perform any functions or produce any deliverables required by this contract.

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

Within 60 days of the end of each year of the contract period, the Technical Evaluation Panel will meet, decide, and inform the contractor of the results of the review.

A panel of Department of Education employees will comprise a Technical Evaluation Panel. At a minimum, this will include the Contracting Officer's Technical Representative (COTR) and the Contract Specialist. Other staff in the Department may be included on the technical evaluation panel as needed to ensure that appropriate expertise is utilized in assessing performance on the quality and utility standards. The Technical Evaluation Panel will conduct evaluation assessments of the Contractor's performance in meeting the established technical standards. The Technical Evaluation Panel will make a written recommendation to the Contracting Officer in regard to making incentive payments.

Product (Task)	Award Pool (Percentage of Award Fee)
Quarterly Progress Reports (5.5)	5%
Financial Reports (5.5)	5%
Updated Annual Plan (5.5)	10%
Performance Indicator Data (3.4)	10%
Field-based work opportunities & Minority researcher development (5.2)	5%
Web site Maintenance (5.6)	5%
Contribution to Laboratory Networking Program (3)	10%
Partnering and Networking (1,2)	10%
Completion of Planned Products (1,2,5,6)	10%
Quality of Products (1,2,5,6)	15%
Utility of Laboratory Products & Services (1,2,3,6)	15%

Note: when the contracts are signed, the percentages in the table above will be converted to whole dollar amounts.

Related Performance Standards

Quarterly Progress Reports (5.5). The task standard is that the Contractor submit technically acceptable reports on time a minimum of 3 out of 4 times.

Financial Reports (5.5). The task standard is that the Contractor submit technically acceptable reports on time a minimum of 10 out of 12 times.

Updated Annual Plan (5.5). The task standard is that the Contractor submits a sufficiently detailed plan (meeting all contract requirements) on time and responds in an acceptable manner to related clarification questions.

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Performance Indicator Data (3.4). The task standard is that the Contractor submits such data on time and demonstrates the accuracy and validity of such data.

Field-based work opportunities &

Minority researcher development (5.2). The task standard is that the Contractor document (in each year's final monthly progress report) that such opportunities were provided to a minimum of five (5) individuals during the year

Website Maintenance (5.6). The task standard is that the Contractor updates time-sensitive information on its website at least monthly and that all sections of the website are reviewed and updated as necessary, but at least annually. It is understood that this requirement applies only to those sections of the Contractor's website related to performance under this contract.

Contribution to Laboratory

Networking Program (3). The task standard is that the Contractor documents in monthly reporting that it has satisfied the level of commitment proposed in each annual plan.

Partnering and Networking (1,2). The task standard is that the Contractor documents in monthly reporting that it has formed collaborations and partnerships and created networks with research and practice communities at all levels for the purpose of using others' knowledge, strategies, products, and services.

Completion of Planned Products (1,2,5,6). The task standard is that the Contractor deliver at least 80 percent of the products included in its updated annual plan on time (within the quarter).

Quality of Products (1,2,5,6). The Technical Evaluation Panel will select and examine three products at random from the list of planned products for the year. The task standard is that each of the products be rated satisfactory on at least three of the four criteria: appearance, content, appropriateness for intended audience, and effectiveness of dissemination strategy.

Utility of Laboratory Products & Services (1,2,3,6). The task standard is that the Contractor documents the degree to which its products and services have been accepted for publication and/or presentation by other organizations. Evidence may include: acceptance of manuscripts by publishers, publication of articles by refereed journals, agreements to market lab-developed products, invitations to present at conventions and conferences, receipt of awards and commendations related to products and services.

Performance Deductions

A performance deduction, representing the full amount of incentive fee that can be provided (up to three per cent) will be tied to the contractor's prudent management of its fiscal resources under the contract as determined by the percentage of funds remaining at the end of each year of the contract compared to the amount provided for that year. Acceptable levels of carryover for each year of the contract period are:

End of Year One	40% of Year 1 funds provided by the contract
End of Year Two	30% of Year 2 funds provided by the contract
End of Year Three	20% of Year 3 funds provided by the contract
End of Year Four	15% of Year 4 funds provided by the contract

The Technical Evaluation Panel will determine the percentage of funds remaining based on

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information included in the final Financial Report each year. The only exceptions to these criteria will be contract modifications for work to be performed beyond the end of the particular contract year.

Within 60 days of the end of each year of the contract period, the Technical Evaluation Panel will meet, decide, and inform the contractor of the results of the review.

The Contracting Officer's decision to make an award is not subject to the Disputes clause.

(End of Section)

SECTION I  
CONTRACT CLAUSES

The following clause may not apply.

The following clause may not apply.

- I.1. 306-19  
OVERHEAD CEILING RATES (APRIL 1986)  
(Reference)

The following clause does not apply.

- I.2. 306-2  
ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY  
(Reference)

- I.3. 3452.202-1  
DEFINITIONS (AUG 1987)  
(Reference)

- I.4. 3452.208-70  
PRINTING (AUG 1987)  
(Reference)

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

- I.5. 3452.216-70  
ADDITIONAL COST PRINCIPLES (AUG 1987)  
(Reference)

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

- I.6. 3452.216-71  
NEGOTIATED INDIRECT COST RATES - FIXED (AUGUST 1987)  
(Reference)

- I.7. 3452.227-70  
PUBLICATION AND PUBLICITY (AUG 1987)  
(Reference)

- I.8. 3452.227-71  
PAPERWORK REDUCTION ACT (AUG 1987)  
(Reference)

- I.9. 3452.227-72  
ADVERTISING OF AWARDS (AUG 1987)  
(Reference)

- I.10. 3452.228-70  
REQUIRED INSURANCE (AUG 1987)  
(Reference)

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- I.11. 3452.237-71  
SERVICES OF CONSULTANTS (AUG 1987)  
(Reference)
- I.12. 3452.242-70  
LITIGATION AND CLAIMS (AUG 1987)  
(Reference)
- I.13. 3452.242-71  
NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987)  
(Reference)
- I.14. 3452.242-72  
WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)  
(Reference)
- I.15. 3452.242-73  
ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH  
DISABILITIES  
(Reference)
- I.16. 3452.243-70  
KEY PERSONNEL (AUG 1987)  
(Reference)

The following clause does not apply.

- I.17. 52.217-9  
OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)  
(Reference)
- I.18. 52.203-3  
GRATUITIES (APR 1984)  
(Reference 3.202)
- I.19. 52.203-5  
COVENANT AGAINST CONTINGENT FEES (APR 1984)  
(Reference 3.404)
- I.20. 52.203-6  
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)  
(Reference 3.503-2)
- I.21. 52.203-7  
ANTI-KICKBACK PROCEDURES (JUL 1995)  
(Reference 3.502-3)
- I.22. 52.203-8  
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER  
ACTIVITY (JAN 1997)  
(Reference 3.104-9)
- I.23. 52.203-10  
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
(Reference 3.104-9)



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- I.24. 52.203-12  
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)  
(Reference 3.808)
- I.25. 52.204-4  
PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)  
(Reference 4.304)
- I.26. 52.209-6  
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)  
(Reference 9.409)
- I.27. 52.215-2  
AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)  
(Reference)
- I.28. 52.215-2 II  
AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)--ALTERNATE II (APR 1998)  
(Reference)
- I.29. 52.215-10  
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)  
(Reference)
- I.30. 52.215-11  
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)  
(Reference)
- I.31. 52.215-12  
SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)  
(Reference)
- I.32. 52.215-13  
SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)  
(Reference)
- I.33. 52.215-14  
INTEGRITY OF UNIT PRICES (OCT 1997)  
(Reference)
- I.34. 52.215-14 I  
INTEGRITY OF UNIT PRICES (OCT 1997)--ALTERNATE I (OCT 1997)  
(Reference)
- I.35. 52.215-15  
PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)  
(Reference)

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

- I.36. 52.215-17

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WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)  
(Reference)

I.37. 52.215-18  
REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER  
OTHER THAN PENSIONS (OCT 1997)  
(Reference)

I.38. 52.215-19  
NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)  
(Reference)

I.39. 52.215-21  
REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR  
PRICING DATA--MODIFICATIONS (OCT 1997)  
(Reference)

(The following clause shall apply as prescribed under FAR 16.307(a). If the contract is with an educational Institution delete from paragraph (a) "subpart 31.2" and substitute "subpart 31.3". If the contract is with a State or local government delete from paragraph (a) "subpart 31.2" and substitute "subpart 31.6". If the contract is with a nonprofit organization other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB circular No. A-122, delete from paragraph (a) "subpart 31.2" and substitute "subpart 31.7".)

I.40. 52.216-7  
ALLOWABLE COST AND PAYMENT (MAR 2000)  
(Reference)

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

I.41. 52.216-8  
FIXED FEE (MAR 1997)  
(Reference 16.307)

I.42. 52.219-8  
UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)  
(Reference)

I.43. 52.219-16  
LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)  
(Reference)

I.44. 52.222-2  
PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)  
(Reference 22.103-5)

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

I.45. 52.222-3  
CONVICT LABOR (AUG 1996)  
(Reference 22.202)

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

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- I.46. 52.222-26  
EQUAL OPPORTUNITY (FEB 1999)  
(Reference)
- I.47. 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.48. 52.222-36  
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
(Reference)
- I.49. 52.222-37  
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  
(JAN 1999)  
(Reference)
- I.50. 52.223-2  
{52.223-2} [RESERVED]  
(Reference)
- I.51. 52.223-14  
TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)  
(Reference 23.907)

The following clause does not apply.

- I.52. 52.225-11  
BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS  
UNDER TRADE AGREEMENTS (FEB 2000)  
(Reference)
- I.53. 52.227-1  
AUTHORIZATION AND CONSENT (JUL 1995)  
(Reference 27.201-2)
- I.54. 52.227-2  
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  
(AUG 1996)  
(Reference 27.202-2)
- I.55. 52.227-14  
RIGHTS IN DATA--GENERAL (JUN 1987)  
(Reference 27.409)
- I.56. 52.227-14 IV  
RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE IV (JUN 1987)  
(Reference 27.409)
- I.57. 52.227-14 V  
RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE V (JUN 1987)  
(Reference 27.409)

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The following clause does not apply.

- I.58. 52.227-15  
REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE  
(MAY 1999)  
(Reference)

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

- I.59. 52.228-7  
INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)  
(Reference 28.311-2)

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

- I.60. 52.232-9  
LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)  
(Reference 32.111)

- I.61. 52.232-17  
INTEREST (JUNE 1996)  
(Reference 32.617)

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

- I.62. 52.232-20  
LIMITATION OF COST (APR 1984)  
(Reference 32.705-2)

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

- I.63. 52.232-22  
LIMITATION OF FUNDS (APR 1984)  
(Reference 32.705-2)

- I.64. 52.232-23  
ASSIGNMENT OF CLAIMS (JAN 1986)  
(Reference 32.806)

- I.65. 52.232-25  
PROMPT PAYMENT (JUN 1997)  
(Reference)

- I.66. 52.233-1  
DISPUTES (DEC 1998)  
(Reference)

- I.67. 52.233-1 I  
DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)  
(Reference)

- I.68. 52.233-3 I  
PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)  
(Reference 33.106)

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- I.69. 52.237-3  
CONTINUITY OF SERVICES (JAN 1991)  
(Reference)
- I.70. 52.242-1  
NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)  
(Reference 42.802)
- I.71. 52.242-13  
BANKRUPTCY (JUL 1995)  
(Reference 42.903)
- I.72. 52.242-15 I  
STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)  
(Reference 42.1305)
- I.73. 52.243-2  
CHANGES--COST-REIMBURSEMENT (AUG 1987)  
(Reference 43.205)
- I.74. 52.243-2 I  
CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)  
(Reference 43.205)
- I.75. 52.244-2  
SUBCONTRACTS (AUG 1998)  
(Reference)
- I.76. 52.244-2 II  
SUBCONTRACTS (AUG 1998)--ALTERNATE II (AUG 1998)  
(Reference)
- I.77. 52.244-5  
COMPETITION IN SUBCONTRACTING (DEC 1996)  
(Reference)
- I.78. 52.245-5  
GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR  
LABOR-HOUR CONTRACTS) (JAN 1986)  
(Reference 45.106)
- I.79. 52.245-5 I  
GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR  
CONTRACTS) (JAN 1986)--ALTERNATE I (JUL 1985)  
(Reference 45.106)
- I.80. 52.246-5  
INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)  
(Reference 46.305)
- I.81. 52.246-23  
LIMITATION OF LIABILITY (FEB 1997)  
(Reference 46.805)
- I.82. 52.246-25

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LIMITATION OF LIABILITY--SERVICES (FEB 1997)  
(Reference 46.805)

(The following clause shall apply if designated.)

- I.83. 52.247-34  
F.O.B. DESTINATION (NOV 1991)  
(Reference 47.303-6)
- I.84. 52.247-63  
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)  
(Reference 47.405)
- I.85. 52.248-1  
VALUE ENGINEERING (FEB 2000)  
(Reference)
- I.86. 52.248-1 III  
VALUE ENGINEERING (FEB 2000)--ALTERNATE III (FEB 2000)  
(Reference)
- I.87. 52.249-6  
TERMINATION (COST-REIMBURSEMENT) (SEP 1996)  
(Reference 49.503)
- I.88. 52.249-14  
EXCUSABLE DELAYS (APR 1984)  
(Reference 49.505)
- I.89. 52.253-1  
COMPUTER GENERATED FORMS (JAN 1991)  
(Reference 53-111)
- I.90. 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.91. 52.252-2  
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

-----

(End of clause)  
(End of Section)

SECTION J  
LIST OF ATTACHMENTS

J.1. 309-1a

LIST OF ATTACHMENTS (APRIL 1984)

Attachment A	Statement of Work
Attachment B	Billing Instructions
Attachment C	Deliverable Schedule
Attachment D	Small Business Sub-contracting Plan Form
Attachment E	Past Performance Form

(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:

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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. 310-5

CERTIFICATE OF CURRENT COST OR PRICING DATA (MARCH 1985)

(When a certificate of cost or pricing data is required to be submitted in accordance with Federal Acquisition Regulation (FAR) 15.403-4, the Contracting Officer will request that the Offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are completed. Offerors should complete the certificate set forth below and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.403 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of ----- (1) are accurate,

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complete, and current as of \_\_\_\_\_(2). This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date of execution (3)\_\_\_\_\_

- (1) Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- (2) Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- (3) Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

K.5. 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.6. 310-9

APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Date)

K.7. 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 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

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(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.8. 52.203-11

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror

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shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

(End of provision)

K.9. 52.204-3

TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

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

/\_/ TIN has been applied for.

/\_/ TIN is not required because:

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

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

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

(e) Type of organization.

/\_/ Sole proprietorship;

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    /\_/ 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.10. 52.204-5

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

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(End of provision)

K.11. 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

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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.12. 52.209-5

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

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

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

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

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

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

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

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

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

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

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

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

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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.13. 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.14. 52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8733

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

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

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

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

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

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not



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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.15. 52.219-22

SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

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

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

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

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

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

/\_/ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a

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small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

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

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

(End of provision)

K.16. 52.219-23

NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)

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

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

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

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

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

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

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

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

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR

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608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

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

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

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

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

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

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

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

(v) For DOD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

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

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

\_\_\_\_\_ Offeror elects to waive the adjustment.

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

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

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

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

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employees of the concern; or

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

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

(End of clause)

K.17. 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.18. 52.222-22

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

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

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

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

(End of provision)

K.19. 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,

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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.20. 52.223-1  
{52.223-1} [RESERVED]

K.21. 52.223-6  
DRUG-FREE WORKPLACE (JAN 1997)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Notify such employees in writing in the statement required by

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subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

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

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

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

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

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

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

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

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

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

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

(End of clause)

K.22. 52.223-13

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

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

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

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

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

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

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

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

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

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

(End of provision)

K.23. 52.230-1

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

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

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING  
PRACTICES AND CERTIFICATION

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

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

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

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(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

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

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

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

\_\_\_\_\_

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

☐ (2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement: \_\_\_\_\_

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

\_\_\_\_\_

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

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

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

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.



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

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

/\_/\_ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

/\_/\_ YES                    /\_/\_ NO

(End of provision)

(End of Section)

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L.1. 52.252-1

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

\*\*7504

\*\*7504

(End of provision)

L.2. 52.219-9 II

SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)--ALTERNATE II (JAN 1999)

(Reference)

L.3. 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.4. 308-1

NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MARCH 1999)

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

(b) Definitions.

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

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

(A) information about a living person by--

- (i) manipulating that person's environment, as might occur when a new instructional technique is tested, or
- (ii) communicating or interacting with the individual, as occurs with surveys and interviews; or

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

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

(d) Children as research subjects. Paragraph 34 CFR 97.402(a) of the regulations defines children as "persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the

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jurisdiction in which the research will be conducted."

Paragraph 34 CFR 97.401(b) of the regulations provides that,  
if the research involves children as subjects--

- (1) The exemption at 34 CFR 97.101(b)(2) does not apply to activities involving--
  - (A) survey or interview procedures involving children as subjects, or
  - (B) observations of public behavior of children in which the investigator(s) will participate in the activities being observed.
- (2) The exemption at 34 CFR 97.101(b)(2) continues to apply, unmodified by 34 CFR 97.401(b), to--
  - (A) educational tests, and
  - (B) observations of public behavior in which the investigator(s) will not participate in the activities being observed.

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

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

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for any potential covered research that may be identified after award. Offerors are cautioned that no human subjects may be involved in covered research until the research has been reviewed and approved by the IRB and the contractor has submitted to ED an acceptable Assurance and a Certification of IRB review.

(f) Assurances and Certifications.

- (1) For an offeror reasonably likely to receive an award, if ED determines that proposed research activities involving human subjects are covered (i.e., not exempt) under the regulations, the contracting officer will request the offeror to file an acceptable Assurance of Compliance with the regulations and provide Certification of IRB review and approval of the proposed project. In lieu of a new Assurance, ED will accept a current Multiple Project Assurance on file with the Office for Protection from Research Risks, Department of Health and Human Services, if ED determines that the Multiple Project Assurance is appropriate to the proposed covered research activity. Offerors reasonably likely to receive an award and proposing to do research that is covered by the regulations will be contacted by ED and given detailed instructions on filing the Assurances and Certifications.
- (2) In accordance with 34 CFR 97, all subcontractors and any other legally separate entity (neither owned nor operated by the offeror) that will be engaged in covered research activities shall be required to have an Assurance on file and to provide to ED Certification of IRB review and approval.
- (3) The offeror is responsible for ensuring that it and the other entities submit the required documents to ED in a timely manner. Although an offeror does not need to submit an Assurance of Compliance or a Certification of Institutional Review Board (IRB) review with its initial proposal, the offeror should be prepared to obtain and provide these documents promptly upon request. Failure to submit the documents in a timely manner may result in deferral of an award or award to another offeror.

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

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

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

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L.5. 311-1b

TYPE OF CONTRACT (MAY 1997)

The Government contemplates award of 10, Cost Reimbursement Plus Award Fee type contracts from this solicitation.

L.6. 311-2

GENERAL INSTRUCTIONS (APRIL 1999)

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

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

The proposal must be prepared in three parts:

A "Technical Proposal," "Business Proposal," and a "Past Performance Report." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. The proposal must be signed by an official authorized to bind your organization. You must submit an original and 7 copies of your technical proposal and an original and 3 copies of your business proposal and an original and one copy of your past performance report to:

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

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

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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.7. 311-3

TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

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

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

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

The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience, and specific requirement related or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included.

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

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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 L.20 "Instructions to Offerors" and generally L.12 52.215-1 I.

In addition to the instructions in the following clause, please provide a budget summary for each year and a 5-year summary.

L.8. 311-4

BUSINESS PROPOSAL INSTRUCTIONS (MAY 1993)

The offeror(s) business proposal must contain the following information. This RFP may contain additional RFP-specific business proposal instructions elsewhere in Section L or in Section J.

A. Standard Form 33, "Solicitation, Offer and Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors or Quoters of Section K" must be properly filled out and signed by an official authorized to bind the offeror. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP.

B. A detailed task-by-task cost proposal - The cost proposal must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amount and to otherwise meet, if necessary, the requirements for certified cost or pricing data under FAR 15.408.

All elements contributing to cost, including categories and amounts of labor, materials, indirect costs or overheads, travel, computer time, etc., shall be treated thereunder in accordance with the instructions contained in Table 15-2 of FAR 15.408 and supportive data for those also attached as required.

Other cost proposal considerations:

- (1) The cost for individual elements, such as analytical studies, reports, etc., shall be itemized by tasks.
- (2) The estimated costs of each period or phase shall be itemized. Within each period or phase, the estimated costs for each task of the statement of work shall be itemized.
- (3) In addition to the required hard copy, offerors are encouraged to submit cost and pricing data in Lotus 1-2-3 or Excel readable spreadsheet Format. This will facilitate the Government's analysis and evaluation of your cost proposal.



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C. Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts;

If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to acquire the item with your own funds. The description shall include the following elements for individual items which will exceed \$1,000 in cost:

- (1) A brief statement of function;
- (2) manufacturer and manufacturer's brand name, model or part number; and
- (3) vendor and its proposed price.

You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract.

D. Other Administrative Details:

- (1) The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations.
- (2) Block 12 of Standard Form 33 must contain a Statement to the effect that your offer is firm for a period of at least 120 calendar days from the date of receipt of offers specified by the Government.

E. Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following:

- (1) The offeror's financial capability; including detail for the accounting system and controls employed by the offeror;
- (2) the offeror's capability to meet delivery or performance schedules;
- (3) the offeror's record of past performance, including a listing of references with contract and grant numbers and the addresses and phone business.
- (4) the offeror's record of business integrity;
- (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them;
- (6) the offeror's possession of necessary facilities; or the ability to obtain them;
- (7) the offeror's compliance with subcontract requirements; and
- (8) any other special considerations involved in the acquisition.

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

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TECHNICAL EVALUATORS DURING THE PROCESS OF TECHNICAL EVALUATION.

L.9. 311-5

FORMS CLEARANCE PROCESS (MARCH 1986)

Reference is made to the General Provision entitled "Paperwork Reduction Act." If the contractor has proposed the use of any plan, questionnaire, interview guide or other similar device which calls either for answers to identical questions from ten or more persons other than Federal employees or information from Federal employees which is outside the scope of their employment, any of which is to be used by the Federal Government or disclosed to third parties, clearances from the Deputy Under Secretary for Management or his/her delegate within the Department of Education and the Office of Management and Budget shall first be obtained. Those should be expected to take at least 120 days together. Offerors' proposals shall accordingly reflect that 120 day period in proposal timelines if the Paperwork Reduction Act is applicable.

L.10. 311-6

CLARIFICATION QUESTIONS (APRIL 1998)

Offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. Questions may be submitted via E-Mail, fax or regular mail to:

All questions must be submitted to both Jeff Halsted and Helen Chang.

Jeff Halsted  
Department of Education  
ROB-3 Room 3616  
Seventh and D Streets SW  
Washington, D.C. 20202-4447  
(202) 708-8283  
(202) 708-9817 Fax  
Jeff\_C\_Halsted@ed.gov

Helen Chang  
Department of Education  
ROB-3 Room 3616  
Seventh and D Streets SW  
Washington, D.C. 20202-4447  
(202) 708-9740  
(202) 708-9817 Fax  
Helen\_Chang@ed.gov

ED will accept clarification questions until June 23, 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.

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L.11. 311-7

PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986)

It is hereby provided that the evaluation factors for award under Section M herein shall not be modified except by a formal amendment to this solicitation and that no factors other than those set forth in that section shall be used in the evaluation of the technical proposals.

L.12. 311-9

COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT (JUNE 1998)

Small Business Comments are Important:

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

The referenced report in the following clause can be found at Attachment E.

L.13. 314-1

PAST PERFORMANCE REPORT (MAR 1996)

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

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

Include the following information for each contract and subcontract:

1. Identification
  - a. Name of the contracting activity
  - b. Program title or product name
  - c. Contract number

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- d. Contract type
  - e. Period of performance, including all option periods
  - f. Contract Value:
    - (1) Initial projected total contract amount including all option periods
    - (2) Final or current projected total contract amount including all option periods
  - g. Points of Contact
    - (1) Contracting officer and telephone and fax number and e-mail address (if known)
    - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
    - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
2. Work performed and relevance
- a. Brief synopsis of work performed
  - b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
  - c. Brief, specific examples of the offeror's high quality performance
3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.
4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
- a. The date you sent the "Contractor Information Form" to each reference.
  - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
  - c. To whom you sent it including telephone and fax number and e-mail address (if known).
- B. The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Other than the information requested in A above, offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- C. Offerors should understand the difference between experience and past performance. Experience reflects the offeror's capability of performing a requirement. Past performance reflects how well it has performed similar requirements. In assessing past performance, the quality of the offeror's past performance is of primary significance, not the quantity of previous contracts performed. An offeror's experience will be evaluated in the technical proposal. For further guidance on including information on experience or how experience will

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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.

For the following clause please ignore the instructions found in (c) (2) pertaining to the first page of the proposal.

L.14. 52.215-1 I

INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)--ALTERNATE  
I (OCT 1997)

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

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

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

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

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

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

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.  
(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

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

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

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

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered

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unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

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

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

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

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

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

(End of provision)

L.15. 52.215-16

FACILITIES CAPITAL COST OF MONEY (OCT 1997)

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

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

(End of provision)

L.16. 52.215-20

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

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

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

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

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which

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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)

The Plan described in the following clause must be submitted with the offerors initial proposal.

L.17. 52.219-9

SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

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

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

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

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

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

"Master plan" means a subcontracting plan that contains all the required

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elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

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

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

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

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

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

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

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

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

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

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

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-NET) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the

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Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-NET as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUB-Zone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
- (iv) Ensure that its subcontractors agree to submit SF 294 and 295.

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

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award

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of more than \$100,000, indicating--

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations; and

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

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

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

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of

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its approval, to the Contracting Officer; and

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

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

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

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

L.18. 52.222-24

PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

L.19. 52.232-18

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AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

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

L.20. 52.232-38

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

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

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

L.21. 52.233-2

SERVICE OF PROTEST (AUG 1996)

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

Helen Chang  
Contracts and Purchasing Opr., Group D  
U.S. Dept. of Education, Rm 3616, ROB-3

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Seventh and D Streets SW  
Washington, DC 20202-4447

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

(End of provision)

L.20 Instructions to Offerors

ELIGIBILITY

As required by statute (Section 941(h)(1)), any public or private nonprofit organization is eligible to compete for an award.

GEOGRAPHIC REGIONS

The Department will make a separate award for each Laboratory region. No change has been made in the current configuration, which includes the regions that follow.

1. Northeastern Region: Connecticut, Maine, Massachusetts, New Hampshire, New York, Puerto Rico, Rhode Island, Vermont, and the Virgin Islands
2. Mid-Atlantic Region: Delaware, District of Columbia, Maryland, New Jersey, and Pennsylvania
3. Appalachian Region: Kentucky, Tennessee, Virginia, and West Virginia
4. Southeastern Region: Alabama, Florida, Georgia, Mississippi, North Carolina, and South Carolina
5. Midwestern Region: Illinois, Indiana, Iowa, Michigan, Minnesota, Ohio, and Wisconsin
6. Southwestern Region: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
7. Central Region: Colorado, Kansas, Missouri, Nebraska, North Dakota, South Dakota, and Wyoming
8. Western Region: Arizona, California, Nevada, and Utah
9. Northwestern Region: Alaska, Idaho, Montana, Oregon, and Washington
10. Pacific Region: American Samoa, Commonwealth of the Northern Mariana Islands, Federated States of Micronesia, Guam, Hawaii, Republic of the Marshall Islands, and Republic of Palau

LEVEL OF EFFORT

ED's estimates of the level of effort needed in each region to perform the work described in the statement of work are presented below. For each region, estimates are given of person hour of professional staff time and person hours of support staff, calculated as loaded rates. Any and all staff used under subcontract and/or consultant agreements are subsumed under these estimates. The hours estimated include ordinary allocations of time for holidays, vacation and sick leave for appropriate personnel.

Professional staff includes persons with position such as Laboratory executive director; senior manager and program director; research associate; program specialist; development or dissemination specialist; writer-editor; and any other positions that normally require a



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minimum of a bachelor's degree or equivalent experience at the entry level.

Support staff include all staff not included within the professional staff category.

The estimates provide an anticipated level (based on current fiscal information). ED will not be bound by the planning estimates given below in negotiating contracts for each region.

Region	Annual Planning Estimate in Staff Person Hours	
	Professional	Support
Northeastern	70,210	17,850
Mid-Atlantic	60,180	15,300
Appalachian	47,790	12,150
Southeastern	65,490	16,650
Midwestern	76,700	19,500
Southwestern	63,720	16,200
Central	48,970	12,450
Western	63,130	16,050
Northwestern	59,590	15,150
Pacific Basin	34,220	8,700

4. Allocation of Funds Among Tasks 1-6

The contractor must allocate resources among Tasks 1-6 in such a way as to achieve the most productive project possible. ED estimates that resources could be allocated among the tasks in the following proportions: Task 1 (55%), Task 2 (12%), Task 3 (12%), Task 4 (12%), Task 5 (8%), and Task 6 (1%). This estimate is offered for general guidance only; it is not binding upon ED or the offerors.

5. Support for Rural Areas

In compliance with statutory language regarding authorization of appropriations for the Regional Educational Laboratory program, the Contractor must specify the proportion of resources proposed annually to benefit rural areas (including schools funded by the Bureau of Indian Affairs that are located in rural areas). ED must ensure that, across the entire Laboratory program, at least 25 percent of the resources are used to benefit rural areas.

6. Cost-of-Living Adjustments

ED's estimates for level of effort are for each year of the contract. The offeror should not assume that increased amounts of funding for the Laboratory program will be available to the Department after year one of the contract period. As necessary, therefore, the offeror must reduce its proposed level of effort in each succeeding year by an amount sufficient to compensate for any projected cost-of-living increases.

ORGANIZATION AND CONTENT OF PROPOSAL

TECHNICAL PROPOSAL

A separate award will be made to operate a Laboratory in each region. If an offeror proposes to operate a Laboratory in more than one region, entirely separate proposals must be submitted. All parts of the proposal must clearly identify on the front cover the Region for which the proposal is made. Each box, or other method of submission, must clearly identify on the

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container the Region for which the proposal is made.

Organize the proposal into the following sections:

1. Cover Page(s)
2. Table of Contents
3. Summary of Proposed Work
4. General Approach
5. Statement of Individual Tasks
6. Proposed Staffing and Qualifications
7. Related Organizational Experience
8. Attachment on Research Activities Involving Human Subjects
9. Appendices

1. Cover Page(s)

The cover page(s) must state the name, address, telephone number, FAX number, and e-mail address of the offeror. If the offeror's organization has more than one office address, the identity of the office submitting the proposal must be clearly indicated. The proposal must be signed by a person authorized to bind the organization(s). The name, title, telephone number, and e-mail address of the person(s) authorized to conduct negotiations on behalf of the offeror must also be stated.

2. Table of Contents

The table of contents must list major sections and subsections of the proposal in a form that will make it easy for the reader to identify major points of discussion. The author(s) of each major section must be identified by name and affiliation.

3. Summary of Proposed Work

Summarize the work to be performed, including overall mission, specific goals, major activities, and anticipated benefit within and (if appropriate) outside the region. The summary section should not exceed three pages.

4. General Approach

Discuss the offeror's general approach to operating the proposed Laboratory over the five year contract period in the following terms:

v The region and its needs

Describe the region and its individual states and other major entities (such as the District of Columbia or the Federated States of Micronesia), including geographic, economic, cultural, and other information, to provide a background for a discussion of the educational environment.

Regarding the educational environment, the offeror may discuss:

- the extent to which the states and districts have established and implemented standards;
- the level of students' achievement and teachers' preparedness;
- the number of seriously underperforming schools;
- the supply of qualified teachers and educational leaders;
- the appropriateness of the means of assessment within the districts and states; and
- the extent to which technology is integrated into the curriculum.

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Identify the major, overarching educational needs of the region and its states and other entities.

v Institutional capacity

Describe briefly the nature and mission of the offering institution. Also summarize the offeror's qualifications and the specific strengths that it brings to executing the work described in the Statement of Work for the benefit of the region.

v Expected impact and response to the purpose of the contract

Describe the impact the offeror seeks to have if chosen to carry out the contract. Also discuss the offeror's approach to responding to the purpose of the contract: (1) to advance the procedural knowledge about transforming low-performing schools into high-performing learning communities, and (2) to promote use of that procedural knowledge in policy and practice.

v Integrating tasks and distributing and allocating resources

Discuss how the work proposed in relation to the six tasks will be integrated into an overall program of work. Also discuss broad goals for each year of the contract period. In addition describe how resources will be distributed equitably within and, if appropriate, outside the offeror's region, and how funds would be allocated among tasks.

The general approach section should not exceed 15 pages.

5. Statement of Individual Tasks

State how each of Tasks 1-6 and subtasks, as applicable, will be conducted over the period of performance. In addressing each individual task, describe how the proposed work of each task is related to other tasks and to the overall approach of the proposal, as well as the extent to which the offeror draws on existing research. Demonstrate that all the offeror's activities will be rigorous, of high quality, and conducted with sensitivity towards diverse learning contexts.

For each task, describe planned strategies, specific activities, and outcomes. In addition, describe procedures, including research designs, to be used; key staff members who will be involved; timelines; major milestones; sites or site selection criteria; travel plans; and other operational aspects of the work, including evaluation designs. Where appropriate, discuss expected products and publications and the collaborative activities that will occur in carrying out the tasks. Provide full and complete details about activities, for the first year; provide as much information as possible about these details for subsequent years, recognizing that an updated plan will be submitted annually.

Include a description of basic procedures and activities that will continue in largely unchanged fashion during the period of performance, e.g., periodic board meetings, annual conferences, serial publications, and networking with regional constituencies, other Laboratories, and technical assistance providers.

Discuss how the offeror, in conducting development and applied research, would utilize peer review and review by potential users and would use multiple sites to enhance replication of findings.

Discuss how the offeror, in developing products and undertaking technical assistance, would meet the highest standards of design and undergo peer review as well as review by potential

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users.

If activities requiring the production and/or use of forms are proposed, discuss how you will comply with Office of Management and Budget (OMB) requirements.

The offeror is encouraged to include any charts and other graphics that will enhance understanding of its proposal. Such materials might include, but are not limited to, organizational charts, staffing tables, and schedules.

Supplemental instructions regarding selected task statements follow. Be sure to follow not only the specific instructions for each task, but also the basic instructions above.

**Task 1: Addressing Critical Problems in the Region: What Can a Regional Educational Laboratory Do to Assist Schools in Overcoming Barriers to Becoming High Performing Learning Communities?**

Present a comprehensive plan to address the most critical problem or problems in the region that obstruct schools' efforts to become high performing learning communities. Describe how the comprehensive plan affects the entire region and, as appropriate, the individual states.

Within the plan, discuss each individual problem separately. Make clear how work on each problem would address the purpose of the contract: 1) to advance the procedural knowledge about transforming low-performing schools into high-performing learning communities, and 2) to promote use of that procedural knowledge in policy and practice. Offerors are advised to address each of the requirements outlined under Task 1 in the Statement of Work.

The following questions may guide the offeror in discussing the problem:

Is the problem to which the offeror wishes to respond a new one, or has it persisted over time? What strategies have already been tried to address the problem? Which strategies have made some progress; which ones have been unsuccessful?

What are some of the institutions and organizations that have been working on ways to address the problem? What other entities to be included?

Does the problem manifest itself differently within various states in the region? Does the problem affect different districts (e.g., urban, rural) in different ways? Will the offeror need to adapt its approach to the problem to respond well in specific states and districts?

**Task 2: National Leadership Areas**

Each Regional Educational Laboratory ultimately will be responsible for only one of the National Leadership Areas listed in the Statement of Work. Each offeror, however, needs to propose no fewer than two and no more than four National Leadership Areas and prepare an action plan for each. An offeror will be awarded one and only one National Leadership Area. The Department will assign a National Leadership Area to each winning offeror at the time the Regional Educational Laboratory competition is completed and awards are made.

Propose two, three, or four National Leadership Areas in which to work. Choose among the areas listed in the Statement of Work; do not propose any areas other than those. For each area, prepare a separate action plan that:

- demonstrates that work will support the contract purpose;
- demonstrates deep understanding of the area, knowledge of the major national leaders involved with the area and related issues, and knowledge of cutting-edge research in the area;
- demonstrates that particular attention will be paid to the needs of schools with high

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concentrations of low-income students, schools in rural places, and schools with broad language and cultural diversity;

makes clear that the activities proposed will address the needs of all students, including those at risk of school failure, English language learners, and children with disabilities;

describes how the offeror will carry out all the activities listed in the Statement of Work for this task and proposes other ideas for taking leadership in the area; and

demonstrates how the offeror will collaborate with other entities and educational leaders.

In the action plan, list potential collaborators and describe the role they would play in joint projects and activities.

Task 3: Laboratory Networking Program (LNP)

Subtask 3.1: LNP Collaborative Activities

Present one or more proposals for LNP collaborative activities. Demonstrate that the activities described will be problem-based and grounded in the existing knowledge-base from research and practice. Demonstrate that the activities described are particularly suitable for a cross-laboratory effort. Offerors are encouraged to link their proposed LNP collaborative activities to areas identified for work in Task 1.

Discuss a planned approach to serving as the Lead Laboratory for an LNP activity, carrying out the specific responsibilities described in the Statement of Work.

Subtask 3.2: System Oversight of LNP Work

No specific instructions.

Subtask 3.3: Prepare an Annual Report

Describe an annotated outline for such a report, designed for an audience of both clients and Federal officials. Discuss any implications of your compliance with Government Printing Office (GPO) requirements.

Subtask 3.4: Implement a Performance Indicator Management Information System

Identify examples of the kinds of indicators that might be used to measure performance of the Regional Educational Laboratories. Offerors are encouraged to review the current Regional Educational Laboratory performance indicators and propose a set of indicators that may or may not differ. Present options for the overall approach to the collection and analysis of information related to those indicators.

Subtask 3.5: Establish a Best Practices Network Across Laboratories

Describe strategies for identifying and sharing best practices as described in the Statement of Work. Also describe how the system might best disseminate its strongest programs and tools.

Subtask 3.6: Sponsor National Teacher Forum

Describe some potential agenda topics that are relevant to enhancing teachers' roles as spokespersons for their profession. Discuss the nature and purposes of ongoing networks of teachers and how such networks may be developed and maintained.

Subtask 3.7: Create and Maintain Electronically-Based Resources

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Describe the technological capacity and capabilities both within the Laboratory and system-wide for creating and maintaining electronically-based resources. Discuss any technological and content enhancements envisioned for the RELNETWORK.org site. Describe planned participation in Gateways to Educational Materials (GEM) and the Knowledge Loom. Explain planned collaboration with ED in efforts to restructure its Web presence into a more coherent, customer-centric service. Discuss potential topics for inclusion in information databases to be developed with OERI.

Task 4: Quality Assurance and Evaluation

Subtask 4.1: Quality Assurance

Provide a draft plan for the quality assurance system.

Subtask 4.2: Evaluation

In the discussion of individual tasks the offeror has described specific evaluation designs. In this section the offeror should describe the overall approach to formative evaluation, including examples of progress benchmarks for a given project and/or the Laboratory's entire effort. Show how these latter benchmarks are linked to the Performance Indicator Management Information System described in Subtask 3.4. Describe how the results of formative evaluation will be used to improve the ongoing work of the Laboratory. Also describe the overall approach to summative evaluation, emphasizing use and impact of anything created by the Laboratory. Indicate whether external evaluators will be used for formative and summative evaluations and the basis for this decision. Provide a detailed design for the annual evaluation. Discuss how the results of the evaluation will be used to improve operations of the Laboratory.

Task 5: Laboratory Management

Subtask 5.1: Governance

Describe how the board will ensure that the Laboratory meets contract requirements.

Describe the types of membership that will be sought for the Laboratory governing board and the regional constituencies that will be represented. Offerors must name prospective board member

Explain the responsibilities, if any, of the governing board for any work not funded under this contract, and whether and how those responsibilities will affect performance of its duties under this contract.

Identify any advisory groups planned to assist the Laboratory's work and describe how such advisory groups will relate to the governing board.

Subtask 5.2: Management Systems

Remember to budget for two trips (annually) to Washington, D.C. (See the SOW).

Describe in detail the organizational structure of the Laboratory and tell how the work will be managed and coordinated.

Discuss how arrangements with subcontractors, consultants, or other groups involved will be managed.

Discuss how a variety of opportunities will be available for members of both the higher

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education and K-12 communities to gain knowledge and experience regarding field-based work. Describe the particular efforts that will be made to recruit and develop minority researchers through internships or fellowships.

Subtask 5.3: Planning

Describe the process(es) the offeror will use to gather information to identify regional needs.

Describe how information from the needs assessment will be fed into continuing institutional planning processes during the course of the contract.

Subtask 5.4: Laboratory Staff Development

Describe how the organization will operate as a model of a learning community committed to the professional growth of its members. Provide a plan of how the offeror will enhance staff capabilities to ensure high quality performance.

Subtask 5.5: Reporting

No specific instructions.

Subtask 5.6: Technology Requirements

Describe in detail how all viable and useful means of current and emerging technology will be employed in performing the work of this contract. Provide a detailed description of the organization's technical capacity. Demonstrate also how the technology employed will serve the constituency.

Task 6: Assistance to the Office of Educational Research and Improvement (OPTIONAL)

Work performed under this task will be at the option of the Government.

Describe some potential projects that the offeror foresees carrying out under this task. Discuss the capability of staff to handle these types of assignments. Discuss how the organization will manage the work, particularly in cases involving time constraints.

6. Proposed Staffing and Qualifications

Present a staffing plan for the Laboratory, including staff of any consortium partners, over the full period of performance.

Identify and describe the responsibilities of the executive director and all key staff, including their percentage of time committed to work under this contract and their assignment to individual tasks, as appropriate. Key staff must commit at least 50 percent of their time to this contract. List other major commitments of each individual proposed including potential commitments if proposals under consideration are awarded. If the individual(s) cannot be named, describe the qualifications for the position(s) to be filled and how the positions will be filled. (Key staff include the executive director and all those who will direct major Laboratory programs or functions, e.g., director of planning, etc.) If the Laboratory is a consortium, key staff include those individuals with major responsibilities within the consortium partners.

Provide letters of commitment to serve in the Laboratory from individuals designated as key staff (this is not required for prospective board members). If the executive director or

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other key staff are to be interim appointments, describe how a search for permanent staff will be conducted and what the criteria for their selection will be. Indicate the extent to which consultants (if any) will be used, and for what purposes.

Include resumes for proposed key staff, containing information on education, background, and recent experience related to the proposed position.

Provide information that estimates time allocations by task for all other staff, either by name, position, or type of position in both professional and support categories.

In the past, Laboratories have encountered some difficulty filling vacancies. Describe what measures will be undertaken to attract highly qualified staff or use other strategies (e.g., subcontracting) when vacancies occur or when new needs are identified.

The Department encourages Laboratories to seek diversity among their staff members. In evaluating proposals, however, ED will not take into consideration the particular composition of an offeror's staff.

Describe the use of consultants and any other expert personal services to be obtained under the contract, including their identity when known, purpose of the consulting or services, and extent to which they will be used. For subcontractor staff (other than those of consortium members, if applicable, who are covered by requirements in the preceding two paragraphs), describe the kinds and amount of staffing that will be involved.

#### 7. Related Organizational Capability and Qualifications

Provide information about the offeror's organizational capability (including that of any consortium partners in the proposed Laboratory) to conduct the work specified in this Statement of Work. The offeror's facilities, including equipment and resources, also should be described. Include information about the offeror's experience working with other organizations across the region, and in managing and evaluating complex projects with high technical quality of the type called for by this statement of work. Also provide a list of similar or related contracts, subcontracts, or grants; the list should include 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.

If the proposed work requires commitment from or access to cooperating organizations (outside of the Laboratory itself), letters of support and intent may be included. Letters from groups or individuals with substantial involvement in the planning process or needs assessment activities are also appropriate. However, OERI discourages letters from colleagues or influential persons that are simply endorsements of the proposed Laboratory; such letters will not be used in evaluating the proposal.

Present evidence of the organization's capability to design, test, and produce material that has been of value and benefit to practitioners.

#### 8. Appendices

The offeror may choose to provide in appendices, rather than in the numbered sections above, such items as letters of commitment and resumes.

##### L.21 Small Business Participation

Pursuant to 48 CFR, 19.201, the Contracting Officer shall assign Bonus Points to an offeror



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who, at the time of initial offer, proposes an acceptable plan to subcontract with small businesses, as defined by the Small Business Administration (SBA) under SIC Code 8733. The plan identified here, is wholly separate from the requirements of clauses 52.219-8 and 52.219-9. Bonus Points will be added to the offerors total quality score (Technical and Past Performance). Offerors are requested to submit a plan that details how the offeror will make use of small business concerns in the performance of the contract and ensure timely payment (not less than monthly) of the small businesses. Small businesses identified in the plan must perform more than 50% of their work in the region under which the offeror is proposing. In the unlikely event that no small businesses appropriate for subcontracts exist in the offeror's region, the offeror may propose subcontracts with small businesses outside of their region without penalty. In this event, the offeror must demonstrate to the Contracting Officer their efforts to find and secure the services of appropriate small businesses. For the small businesses proposed as subcontractors, the offeror must include information about the small business firms (name, address, contact information, line of business), their specific role (inasmuch as it's known) in the contract, and letters of commitment. Offerors are encouraged to locate and secure the services of women-owned small business firms.

(End of Section)

SECTION M  
EVALUATION FACTORS FOR AWARD

Please note that competition as described in the following clause does not imply that offerors will compete with offerors in regions other than their proposed region.

M.1. 312-14

MULTIPLE AWARDS (APRIL 1998)

The Government intends to award multiple contracts under this request for proposals. Proposals will only be competed between other proposals submitted on the same subject matter.

In the following clause, please ignore the word "credit" (the last word in paragraph 6).

M.2. 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

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EVALUATION FACTORS FOR AWARD

- and selection of subcontractors - effective small/small disadvantaged business subcontracting program -
- reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily litigious.
- f. Customer Service - understands and embraces service and program goals - team approach with the customer - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service strategies.

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

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

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

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EVALUATION FACTORS FOR AWARD

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M.3

Technical Evaluation Criteria

1. Quality of Design of the Proposed Work (35 POINTS)

(A) Extent to which the proposed work is based on existing knowledge coming from the research and practice communities, and is designed with attention to high standards of quality.

(B) Extent to which the proposed work stems from, and is aligned with, the documented needs of communities and schools in the region, especially those with:

High concentrations of students who are at risk of educational failure;

High concentrations of students from diverse linguistic and cultural backgrounds; and

Children and youth in rural schools.

(C) Extent to which the proposed work focuses on capturing procedural knowledge (the "how") of implementing effective practices-at classroom, school, district, and state levels-and assists educators and policymakers to create and sustain high performing learning communities.

(D) Extent to which the laboratory makes use of partnerships and networks in all aspects of its work, e.g., problem identification, planning, implementation, and dissemination.

(E) Extent to which the laboratory applies both state-of-the-art and emerging technologies in its work.

(F) Extent to which the proposed work forges an effective laboratory system; encourages wide use of strategies, products, and services created by other laboratories; and has positive impact on policy, procedure, and practice.

2. Quality of the Management Plan (25 POINTS)

(A) Extent to which the proposed plan includes clear, appropriate, and measurable goals, objectives, and outcomes that are directly linked to the technical approach and program of work

(B) Extent to which staff responsibilities, timelines, and benchmarks for accomplishing all tasks are appropriate and clearly indicated.

(C) Extent to which the proposed plan provides professional development activities for laboratory staff.

(D) Extent to which the quality assurance system specifies criteria and procedures designed to ensure that work and products are of the highest quality.

(E) Extent to which evaluation activities inform continuous improvement of the program of work and yield information related to the outcomes and impacts of that work.

1. Quality of the Overall Technical Approach (20 POINTS)

(A) Extent to which the proposed work constitutes a well-conceptualized, coherent, and theoretically sound program of development, applied research, evaluation, and technical

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EVALUATION FACTORS FOR AWARD

assistance services to aid schools in becoming high performing learning communities.

(C) Extent to which the laboratory's work advances theory and knowledge in the area of assistance to schools in becoming high performing learning communities.

4. Quality of Personnel (15 POINTS)

(A) Extent to which the project director demonstrates effective management of complex educational programs, appropriate knowledge of educational research and practice, and ability to promote organizational collaboration.

(B) Extent to which key personnel demonstrate appropriate expertise and experience related to their responsibilities, including, as appropriate, management and fiscal responsibilities.

5. Corporate Performance and Capability (5 POINTS)

(A) Evidence of organizational and technological competence and experience to perform work similar to that required by the contract.

(B) Demonstrated corporate capability to collaborate with and leverage support from regional, state and local educators, service providers, other research, development and technical assistance entities, and the private sector.

Small Business Subcontracting Participation (20 BONUS POINTS)

Up to 20 points will be awarded by the Contracting Officer based on the proposed use of Small Business firms under this contract and the meaningfulness of the work for which the Small Businesses are proposed to conduct. Categories of small business concerns relevant to the Department's Goals include:

- i. Women-owned small business concerns,
- ii. Small disadvantaged business concerns,
- iii. HUBZone small business concerns, and
- iv. Other small business concerns.

Note--The categories listed are in order of preference.

For Task 2 Only

(Reviewers will complete this rating for each proposed national leadership area)

Leadership Area: \_\_\_\_\_

Potential of the proposed work to advance the knowledge and practical applications of knowledge within the national leadership are  
Outstanding \_\_\_\_\_

Superior \_\_\_\_\_

Moderate \_\_\_\_\_

Minimal \_\_\_\_\_

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Leadership Area: \_\_\_\_\_

Potential of the proposed work to advance the knowledge and practical applications of  
knowledge within the national leadership are  
Outstanding \_\_\_\_\_

Superior \_\_\_\_\_

Moderate \_\_\_\_\_

Minimal \_\_\_\_\_

(End of Section)