

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1	OF PAGES 96		
2. CONTRACT NO.		3. SOLICITATION NO. ED-99-R-0020		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/21/1999		6. REQUISITION/PURCHASE NO. EDOERI-99-000388	
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				CODE CP0D		8. ADDRESS OFFER TO (If other than Item 7) U.S. Dept. of Education, CPO/SSG GSA Bldg. (ROB-3), Rm 3616 Seventh and D Streets SW Washington, DC 20202-4443			

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

### SOLICITATION

9. Sealed offers in original and 8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block # 7 - Cover Sheet until 14:00 PM local time Jun 22, 1999  
(Hour) (Date)

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

10. FOR INFORMATION CALL:		A. NAME Dean Pike DCP	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 708-8569
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### OFFER (Must be fully completed by offeror)

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

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

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

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

### AWARD (To be completed by Government)

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

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

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
0001	INTERNATIONAL EDUCATION ANALYSIS TASK ORDER ACTIVITIES.	1	EA	_____.	_____.

END OF SECTION B

SECTION B

B.1. 301-17

PROVISION FOR PRICING AND PAYMENT (APRIL 1997)

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

B.2. 301-21

CONTRACT AMOUNT INCREASE/DECREASE (APRIL 1997)

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

B.3. 301-22

CONTRACT DEFINITION (APRIL 1997)

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

B.4 - LABOR CLASSIFICATION AND RATES (APRIL 1997)

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

SECTION B

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

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

B.4. 301-24c

PRICING SCHEDULE (ALTERNATE II) (APRIL 1997)

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

The pricing schedule is attached to this solicitation as Attachment Attachment B NOTE: A PRICING SCHEDULE LISTING ALL PRICES AND RATES SHOWN IN THE COST AND PRICING SCHEDULE ATTACHED TO THIS RFP WILL BE COMPLETED AT THE TIME OF CONTRACT AWARD AND ATTACHED TO THE CONTRACT.

B.5. 301-26b

CONTRACT MINIMUM/MAXIMUM (APRIL 1997)

The minimum amount for this contract is \$1,000,000

The maximum amounts for each year are: \$ 3,000,000

B.6. 301-27

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

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

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

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

Base Period \_\_\_\_\_ %  
Option Period 1 \_\_\_\_\_ %  
Option Period 2 \_\_\_\_\_ %  
Option Period 3 \_\_\_\_\_ %  
Option Period 4 \_\_\_\_\_ %

SECTION B

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

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

(End of Section)

SECTION C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. 302-2

SCOPE OF WORK (FEBRUARY 1985)

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

C.2. 302-5a

TASK ORDER PROCEDURE (MAY 1997)

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

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

(II) TIME AND MATERIALS TASK ORDERS - Time and materials task orders shall order specific hourly labor applications and otherwise set any necessary special conditions for reimbursable materials use. Hours shall be secured by worker classification and corresponding fixed comprehensive rates of charge (loaded labor rates). Loaded labor rates shall be as specified in the Pricing Schedule. Ordered hours shall serve as ceilings for use for each specified classification under the subject tasks.

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

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

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

SECTION C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

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

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

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

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

For time and materials task orders: The number of billable hours by labor category and an itemization of other direct

SECTION C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

costs; the loaded labor rates; the cumulative quantity of hours for each labor category; the cumulative amount billed for each labor category; the cumulative amount for materials; and the cumulative amount for the task order.

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

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

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

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

C.3 TASK ORDER PROCEDURE-WORK REQUESTS  
Work Request Procedure

Under general technical support tasks, work will be performed through specific "Work Requests" that will be made only by the Contracting Officer.

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

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

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

Each Quick Turnaround Work Request will have a profit of \_\_\_\_%.



SECTION C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(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:

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(c) Mark deliverables for: To be determined

D.2. 303-2

F.O.B. DESTINATION (MARCH 1986)

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

D.3. 303-4

PACKING (MAR 1986)

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

(End of Section)

SECTION E  
INSPECTION AND ACCEPTANCE

E.1. 304-1a

INSPECTION AND ACCEPTANCE (APRIL 1984)

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

Inspection and acceptance will be performed at:

U. S. Department of Education  
Contracts and Purchasing Operations  
GSA/NCR Building/Room 3616/MS-4447  
7th and D Streets, S. W.  
Washington, D. C. 20202-4447

(End of Section)

SECTION F  
DELIVERIES OR PERFORMANCE

F.1. 305-10

PERIOD OF PERFORMANCE (APRIL 1984)

(a) Performance hereunder shall be completed within 12 months of the date of contract award. Task Orders may be issued at any time during this period of performance, including option periods if the options are exercised, in accordance with the clauses entitled TASK ORDER PROCEDURE. If task orders are issued prior to the expiration date of the contract which require performance or delivery after the final expiration date of the contract, the contract will be modified to extend the period of performance to the actual scheduled delivery date. (b) The Government shall have the right to unilaterally extend the period of performance of this contract for the purpose stated in paragraph (a) of this article. (c) Extensions of the period of performance of the contract for the purpose stated in this article shall NOT be considered an exercise of the option to extend the term of the contract.

F.2. 305-6

DELIVERABLES (MARCH 1986)

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

F.3- DELIVERABLES FORMAT

Paper copies (hard copies) shall be provided of all deliverables to the COTR, and Contracting Officer as designated in Attachment A - Statment of Work. Mailing addresses are provided in Clause D.1 - Shipment and Marking. Additionally, all deliverables shall be provided to the COTR only on 3.5 inch (or metric equivalent) disks using Microsoft Office 97 software (except when noted otherwise) and suitable for use on an IBM compatible PC, and shall include hard copy print-outs of tasks products.

(End of Section)

SECTION G  
CONTRACT ADMINISTRATION DATA

G.1. 306-18

PROCESSING OF NOTICE OF ASSIGNMENT OF CLAIMS(MARCH 1987)

Assignments of claims shall be handled in accordance with FAR 32.805.

In accordance with FAR 32.802(e), the assignee shall send a copy of the written notice of assignment together with a true copy of the assignment instrument to the:

- (1) contracting officer,
- (2) surety on any bond applicable to the contract, and
- (3) the designated Government disbursement officer(Block 12 of SF-26 or Block 25 of SF-33).

Departmental execution requires the acknowledgement of the contracting officer and endorsement by the disbursement officer. The contractor shall be responsible for confirming that the notice is submitted and that assignment of payment is being made.

G.2. 306-1a

INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION

(ALTERNATE I)(MAY 1999)

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

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

By Mail at:

Dean Pike, Contract Specialist  
U. S. Department of Education  
Contracts and Purchasing Operations  
ROB-3/Room 3616  
7th and D Streets, SW

Electronically at:

E-Mail Address for Dean Pike, Contract Specialist:

dean\_pike@ed.gov

Washington, D. C. 20202-4447

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

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G.3. 306-2

ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY

(JANUARY 1989)

(A) The contractor shall request written authorization from the

SECTION G  
CONTRACT ADMINISTRATION DATA

contracting officer before acquiring any contractually necessary property to which the Government will have title. The request shall include complete descriptions of all individual items which will exceed \$1,000 in cost, including:

- (a) a brief statement of function;
- (b) manufacturer and manufacturer's brand name, model or part number;
- (c) vendor and its proposed price;

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

G.4. 306-5

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

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

(b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COTR. No such changes shall be made without the written authorization of the Contracting Officer.

(c) The COTR's name and address:

\_\_\_\_\_

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

G.5. 306-8

CONTRACT ADMINISTRATOR (FEB 1985)

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

\_\_\_\_\_

G.6. 52.216-19

ORDER LIMITATIONS (52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by the contract in an amount of less than \$25,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish,

SECTION G  
CONTRACT ADMINISTRATION DATA

those supplies or services under the contract. (b) Maximum Order. The Contractor is not obligated to honor any order or series of orders that together call for the contractor to provide more than \$750,000 in any one week period. (c) If this is a requirements contract, (i.e., includes the Requirements Clause at subsection 52.216-21 of the Federal Acquisition Regulations (FAR)), the Government is not required to order a part or any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above. (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to provide the supplies or services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

G.7. 52.216-18

ORDERING (OCT 1995)

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

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

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

(End of clause)

G.8. 52.216-21

REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an

SECTION G  
CONTRACT ADMINISTRATION DATA

item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months after the end date of the contract.

(End of clause)

G.9. 52.216-22

INDEFINITE QUANTITY (OCT 1995)

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

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

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months of the end date of the contract.

(End of clause)

(End of Section)



SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H.1. 301-20

PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES  
(FEB 1995)

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

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

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

H.2. 306-10

GOVERNMENT-FURNISHED DATA (APRIL 1984)

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

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

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

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

(D) The data will be furnished to the Contractor as specified in the Upon request by calling OERI at 202/219-1333. The following documents are available upon request:

"Minutes of Network A"

"Minutes of CCC National Project Coordinators Meeting"

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

H.3. 307-13

INFORMATION TECHNOLOGY SYSTEM SECURITY  
REQUIREMENTS (APRIL 1999)

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

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

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

- Manual, Handbook Number 6; and
- D. The U.S. Department of Education, Personnel Security - Suitability Program, Handbook Number 11.

The Contractor may arrange to review copies of the above referenced documents by contacting the Contract Specialist at telephone number 202/708-8569. The Contractor shall include this provision in any subcontract(s) awarded pursuant to this contract.

H.4. 307-14

COMPUTER SYSTEM DESIGN AND IMPLEMENTATION REQUIREMENTS (APRIL 1999)

1. System Development Standards

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

2. Project Documentation Plans

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

3. Data Control and Validation

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

4. Programming Language

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

5. System Documentation

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

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6. Computer Software

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

7. Government Furnished Documents

Copies of the ED "Software Life Cycle Management and Documentation Manual" will be furnished on request. Telephone requests should be directed to Dean Pike at Telephone Number 202/708-8569. Written requests should be directed to the following address:

U. S. Department of Education  
Contracts and Purchasing Operations  
ROB-3/Room 3616/MS-4447  
7th 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.5. 307-17

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

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

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

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

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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.6. 307-19

REDACTED PROPOSALS (DECEMBER 1998)

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

H.7. 307-2

KEY PERSONNEL DESIGNATION (MARCH 1985)

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

\_\_\_\_\_

H.8. 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.9. 307-30

SUBMISSION OF MANDATORY INFORMATION FOR ELECTRONIC

FUNDS TRANSFER PAYMENT (SEPTEMBER 1997)

(a) FAR clause 52.232-33, Mandatory Information for Electronic Funds Transfer Payments, requires the Contractor to submit information needed for payment by EFT to the payment office. The Government intends to use the ACH method for EFT payments, so the Contractor does not need to submit the information prescribed in subsection (d)(5) of that clause unless otherwise requested by the Government. If information previously submitted to the payment office for another contract will also apply to this contract, the Contractor may inform the payment office in lieu of resubmitting the information. If the information submitted will apply to multiple contracts, the Contractor shall identify which contracts are covered.

(b) The payment office may have access to financial information from

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the Central Contractor Registration system or from records related to another contract between the Department of Education (ED) and the Contractor. The Contractor agrees that the Government may use such information to pay an invoice or payment request under this contract, unless, at least one week prior to the Contractor's submission of the invoice or payment request, the payment office has received from the Contractor--

- (1) The information required by FAR clause 52.232-33, Mandatory Information for Electronic Funds Transfer Payments, OR
- (2) A written notification that payments under this contract should not be made using information from the Central Contractor Registration system or from information that the Contractor submitted under another contract with the Department of Education (ED).

(c) The Contractor shall submit the information and notices required by this clause and FAR clause 52.232-33, Mandatory Information for Electronic Funds Transfer Payments to the payment office at the following address:

Vendor Payment Information  
U.S. Department of Education  
OCFO/CP0/Support Services Group  
Room 3616, ROB-3  
600 Independence Ave., SW.,  
Washington, DC 20202-4443

H.10. 307-31

YEAR 2000 COMPLIANCE (NOVEMBER 1997)

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

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

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

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

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or one of its affiliates.

H.11. 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.12. 316-1

ACCESSIBILITY OF SOFTWARE (JUNE 1997)

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

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

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

(c) Other software delivered under this contract--The contractor shall consider accessibility to individuals with disabilities as a

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significant factor when selecting or purchasing any software that will be delivered under this contract for use by ED's employees or external customers.

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

However--

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

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

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

(2) At least ten calendar days prior to final selection of any software that meets the criteria in subparagraph (c)(1) of this clause, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met, explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible, and explaining any trade-offs or other reasons for recommending selection of the software.

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

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

(e) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a

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condition of payment under this contract.

H.13. 317-1

ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (APRIL 1996)

The acquisition and management of Federal Information Processing (FIP) resources shall be conducted in a manner that ensures access to computer and telecommunications products and services by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition, management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in P.L. 99-506 Reauthorization of the Rehabilitation Act of 1973, Section 508 - Electronic Equipment Accessibility, October 1986; and P.L. 100-542 Telecommunications Accessibility Enhancement Act, October 1988.

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

H.14. 3452.243-70

KEY PERSONNEL (AUG 1987)

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

(END OF CLAUSE)

H.15. 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.16. 52.217-9

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months (d). The Options Periods will be as follows:

Option Period 1 - 13 months through 24 months from the date of award.

Option Period 2 - 25 months through 36 months from the date of award.

Option Period 3 - 37 months through 48 months from the date of award.

Option Period 4 - 49 months through 60 months from the date of award. \_\_\_\_\_

H.17. 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

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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.

(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.

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(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)

H.18. 52.230-3

DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. 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.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such

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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 of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR, Parts 9903 and 9904 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, and 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, 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 subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

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

(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)

H.19. 52.230-6

ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)

For the purpose of administering the Cost Accounting Standards (CAS)

requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

(a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

(1) For any change in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution; within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2,

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Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.

(3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or by subparagraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):

(i) Within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or

(ii) In the event of Contractor disagreement with the initial finding of noncompliance, within 60 days of the date the Contractor is notified by the Contracting Officer of the determination of noncompliance.

(b) After an ACO, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.

(1) Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution; shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards--Educational Institution, which have an award date before the effective date of that standard or cost principle.

(2) Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards--Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.

(3) Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or by subparagraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.

(c) If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by

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the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Contractor's CAS-covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the Contracting Officer.

(d) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2, and 52.230-5; or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.

(e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--

(1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used); and

(2) Include the substance of this clause in all negotiated subcontracts. In addition, within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administrative office cognizant of the subcontractor's facility:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(iv) Any changes the subcontractor has made or proposes to make to cost accounting practices that affect prime contracts or subcontracts containing the clauses at FAR 52.230-2, 52.230-3, or 52.230-5, unless these changes have already been reported. If award of the subcontract results in making one or more CAS effective for the first time, this fact shall also be reported.

(f) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.

(g) For subcontracts containing the clauses at FAR 52.230-2 or 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)

H.20. 52.232-33

PAYMENT BY ELECTRONIC FUNDS TRANSFER--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

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

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(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. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and 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.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) 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 penalty due; and

(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) of this clause shall apply.

(g) 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.

(h) EFT 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 register in the CCR database and shall

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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.

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

(j) 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 contained in the CCR database.

(End of Clause)

H.21. 52.237-3

CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.



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(End of clause)

H.22. 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.23 - QUALITY ASSURANCE PLAN

A. In accordance with the limitations set forth in the Limitation of Cost Clause (FAR 52.232-20), the contractor will be eligible for earned fees, as specified in each task order modification issued under this contract.

The Quality Assurance Plan applies only to time-and-materials and fixed-price task orders issued under this contract. There will be no earned fees, based on this contract clause, for quick turnaround work requests issued under this contract.

This is a performance-based contract and the level of fee will be linked to Contractor's technical performance and cost containment, based on the Government's evaluation of the contractor's performance in terms of the criteria stated herein.

The Government will evaluate the contractor's performance for each task order, following its completion, in terms of meeting technical and cost targets and, as measured against standards contained in the contract Surveillance Plan. The standards are written to an Acceptable level of performance.

The technical performance provisions of the contract are intended to encourage and reward the contractor for quality, timeliness, and completeness of its work on this contract. The cost goal is intended to encourage and reward the contractor for cost containment, while still meeting contract requirements.

There will be a sliding scale of incentives for each task order, based on the Government evaluation of contractor performance in meeting technical and cost targets, as measured against standards contained in the Surveillance Plan. The following fee structure will apply to all task orders:

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LEVEL OF PERFORMANCE	FEE LEVEL
Superior	9%
Acceptable	4%
Unacceptable	0%

Fee earned for time-and-materials task orders will apply only to Direct Labor Costs. Fee earned for fixed-price task orders will apply to the total price of each task order.

The determination of fee earned for each task order, either in whole or part, will be made unilaterally and in writing by the contracting officer, and shall be binding on both parties, and shall not be subject to appeal under the Disputes Clause (FAR 52.233-1) of the contract.

The contracting officer's determination to award fee in no way alters the contractor's responsibilities to perform any functions or produce any deliverables that are required by this contract. Also, the contracting officer's determination to make a fee in no way alters the Department of Education's obligation to pay the contractor for costs that are allowable, allocable, and reasonable.

In the event the contract is terminated, either in whole or in part, the amount of the award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the contracting officer.

B. Award Fee Plan

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

The following product, project activities, and cost containment item is a list of possible technical and cost evaluation factors from which the government can select to evaluate the contractor's work on a task order. Applicable evaluations factors will be listed in the statement of work for each task order.

- 1). Reports documenting state-of-the-art methodologies.
- 2). Meeting support.
- 3). Data Analysis Reports
- 4). Cost Containment

Cost Containment will be used by the government as an evaluation factor. A Superior rating is made if the final total price is 5 percent or more below the task order target cost (final revised proposal amount); Acceptable rating if the final total price is between the target cost and 5 percent below the target cost, and; Unacceptable for any final total price above the target amount. For each task order the contractor will be eligible for a single award fee, based on its performance of technical products/activities and cost containment factors listed above.

Whichever of the above listed factors are applicable to a given task order

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will be specified in the statement of work for the task order. The specific standards for Acceptable levels of performance for the above listed products and project activities are contained in the contract Surveillance Plan.

The government will use the performance standards as the basis for making an objective assessment of the contractor's performance based on the quality, completeness, timeliness of its technical work and cost containment. The government will make its evaluation following final acceptance of the contractor's work for a task order.

The government evaluation panel will consist of Department of Education employees familiar with the contractor's work on a task order. Possible panelists include, but are not limited to, the administering contracting officer's technical representative, contracting officer, and contract specialist. The evaluation panel will make a written recommendation to the contracting officer in regard to making award fees.

C. Evaluation Procedures

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

- 1). The award fee evaluation period is the period of performance for each time-and-materials task order under this contract.
- 2). Evaluation of the contractor's performance will be based on products, project activities, and cost containment described in Surveillance Plan. In order to make any change to the Surveillance Plan the government and contractor shall agree to a modification of the contract that changes language in the Surveillance Plan, a minimum of 30 days before the start of each option year for the contract.
- 3). Within 10 days upon completion and government acceptance of each task order under this contract (conclusion of evaluation period), the contractor will have the option of submitting a written self-evaluation report of its performance during the preceding period to the contracting officer, who in turn will provide it to the evaluation panel. The contractor may submit any material that will assist the evaluation panel in rating its performance.
- 4). Within 20 days after the end of an award fee evaluation period the evaluation panel will meet to determine a rating of the contractor's performance for the preceding period. All reports and data items submitted during the award fee evaluation period, including the contractor's self evaluation report (if provided by the contractor), will be used by the evaluation panel to assist members in rating the contractor's performance.
- 5). Within 30 days of receiving a written recommendation regarding an award fee, the contracting officer will make a unilateral determination of the award fee to be paid to the contractor.
- 6). After receiving the written recommendation from the evaluation panel to make an award fee, the contracting officer will unilaterally modify the

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contract to authorize payment of the award fee, if all the conditions for making an award fee, stated herein, are met.

- 7). The award fee pool, as listed in Clause B.1 - Estimated Cost will be \$0 at the time of the award of the contract and will be increased as each task order contract modification is made. The award fee pool is based on both technical and cost targets.

D. Scoring of Technical and Cost Targets

Each evaluation panel member will individually rate each of the task order technical and cost evaluation factors that have been specified for use with a given task order. These ratings will be based upon panelist judgments of the extent that the contractor has met individual technical and cost targets, as measured against their respective standards contained in the Surveillance Plan.

The following are adjective ratings to be used by the evaluation panel in judging contractor performance toward meeting technical and cost evaluation factors for a given task order:

Superior:	Technical:	Fully exceeds all applicable standards contained in the Surveillance Plan.
	Cost:	Final total price of task order is 5% or more below target cost.
Acceptable:	Technical:	Fully meets all applicable standards contained in the Surveillance Plan.
	Cost:	Final total price of task order is between the target amount and 5% below the target amount.
Unacceptable:	Technical:	Does not meet all applicable standards contained in the Surveillance Plan.
	Cost:	Final total price of task order is above the target amount.

A Superior level task order award fee amount of 9% fee will be made if the evaluation panel unanimously rates all technical evaluation factors as Superior and the cost evaluation factors as any combination of Superior and Acceptable ratings, but no Unacceptable cost rating. A cost factor rating of Unacceptable will make the contractor not eligible for a Superior level award fee amount for a given task order, regardless of technical factor ratings, I. E., even if all technical factors are unanimously rated as Superior.

An Acceptable level task order award fee amount of 4% will be made if the evaluation panel members rate technical evaluation factors as any combination of Superior and Acceptable, but no Unacceptable cost factor rating.

An Unacceptable level task order award fee amount of 0% not meeting, at a

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minimum, the above criterion for an Acceptable level rating.

H.24 - SURVEILLANCE PLAN

The work to be performed under this contract will be evaluated for each task order by a panel of Department of Education employees, as described in the Quality Assurance Plan. In general, the work will be evaluated in terms of how well the activity requirements of each task order are satisfied, the extent to which the work performed met the time schedule for each activity, and cost containment, as measured against the standards contained in this Surveillance Plan.

The contractor's performance for each completed task order will be evaluated based on the performance standards set forth below. The performance standards are written at the level of "Acceptable" performance, as defined in the QASP.

As described in the QASP, Evaluation Procedures, the evaluation will take place upon completion and Government acceptance of each task order. The performance standards will allow the Government to make an objective assessment of the contractor's performance based on the quality, completeness, and timeliness of its technical work.

SURVEILLANCE PLAN PROVISIONS

The products or activities and corresponding standards that will be used to evaluate contractor performance, and the incentives or deductions tied to each, are listed below:

A.Planning and Conducting Studies

Contract Requirement: Activity 1 (Planning and conducting studies)  
Performance Indicator: The contractor shall plan and conduct studies that provide NCES with information to address the education areas previously listed in Section II (Purpose and Scope of Work) of the Statement of Work.

Standard of Performance: The contractor shall submit a quality report or briefing by the deadline established in consultation with the COTR and as stipulated in the task order. Each report or briefing shall be evaluated in terms of the quality and soundness of the methodological research project, the clarity and comprehensiveness of the submitted report or briefing, the overall quality of the deliverable, and the timeliness of its submission.

Standard of Performance continued:

- \* the report or briefing is no more than 50 pages in length (excluding appendices);
- \* the report or briefing is well structured, comprehensible and concise;

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- \* the report or briefing clearly details the methodology undertaken, the overall design of the study, and the limitations of the results/methodology; the report or briefing adequately reviews and evaluates the current State of the methodology to which the new study is expected to contribute or enhance;
- \* tables and/or graphics contained in the report or briefing are clear and informative;
- \* if applicable, the report or briefing is translated into a specified foreign language (French and/or Spanish most likely), resulting in a high-quality translation;
- \* the report or briefing meets the minimal reporting and methodological standards of NCES; and
- \* the report or briefing is delivered by the agreed upon deadline.

B.Reports documenting State-of-the-art methodologies

Contract Requirement: Activity 2 (Conducting methodological research projects)

Performance Indicator: The contractor shall plan, develop, and report on small-scale cross-national methodological research projects designed to enhance state-of-the-art methodologies used in comparative studies.

Standard of Performance: The contractor shall submit a quality report, or briefing, by the deadline established in consultation with the COTR and as stipulated in the task order. Each report or briefing shall be evaluated in terms of the quality and soundness of the methodological research project, the clarity and comprehensiveness of the submitted report or briefing, the overall quality of the deliverable, and the timeliness of its submission.

Standard of Performance continued:

- \* the report or briefing is no more than 35 pages in length;
- \* the report or briefing is well structured and comprehensible;
- \* the report or briefing clearly details the methodology undertaken, the overall design of the study, and the limitations of the results/methodology;
- \* the report or briefing adequately reviews and evaluates the current state of the methodology to which the new study is expected to contribute or enhance; tables and/or graphics contained in the report or briefing are clear and informative;
- \* the report or briefing meets the minimal reporting and methodological standards of NCES; and
- \* the report or briefing is delivered by the agreed upon deadline.

C.Data Collection Instruments

Contract Requirement: Activity 3 (Developing and testing data collection instruments)

Performance Indicator: The contractor shall develop data collection

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instruments, including mail and telephone questionnaires, protocols for case studies, instruments for qualitative studies, and other related instructional or procedural materials that address the education areas previously listed in Section II (Purpose and Scope of Work) of the Statement of Work.

Standard of Performance: The contractor shall submit quality data collection instruments and/or a quality report or briefing by the deadline established in consultation with the COTR and as stipulated in the task order. Each report or briefing shall be evaluated in terms of the quality and soundness of the methodology developed and/or implemented, the soundness of the analysis of data and the interpretation of the results, the clarity and comprehensiveness of the submitted report or briefing, the overall quality of the deliverable, and the timeliness of its submission.

Standard of Performance continued:

- \* the report or briefing is no more than 50 pages in length (excluding appendices);
- \* the report or briefing is well structured, comprehensible and concise;
- \* the report clearly details the research questions to be addressed, data sources, data quality, description of analytic techniques and/or statistical measures to be used, or, for qualitative analyses, the methodologies developed for analyzing qualitative materials;
- \* the report briefly discusses the limitations of the analyses undertaken; tables or graphics in the report are clear and informative, and contain no egregious factual errors;
- \* the report meets the minimal reporting and methodological standards of NCES, including using appropriate statistical techniques;
- \* if applicable, the report or briefing, or specified components of the report, is translated into a specified foreign language (French and/or Spanish most likely), resulting in a high-quality translation; and
- \* the report or briefing is delivered by the agreed upon deadline.

D.Obtaining Expert Help

Contract Requirement: Activity 4 (Obtaining information from experts)

Performance Indicator: The contractor shall convene an expert or special expert panels as requested in specific task orders for the purpose of obtaining information on the development of plans for international activities or analytical reports that address the education areas previously listed in Section II (Purpose and Scope of Work) of the Statement of Work.

Standard of Performance: The contractor shall submit a quality report or briefing on the work and findings of the expert or expert panel by the deadline established in consultation with the COTR and as stipulated in the task order. Each report or briefing shall be evaluated in terms of the quality of the synthesis of the proceedings, the quality of editing the proceedings and/or issue papers from the proceedings, the overall quality of the deliverable, and the timeliness of its submission.

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Standard of Performance continued:

- \* the report or briefing is no more than 25 pages in length (excluding appendices);
- \* the material is well structured and comprehensible;
- \* the material clearly details NCES' goals, the tasks to be accomplished through the use of the expert or expert panel, the products resulting from the work of the expert or expert panel, and future work that needs to be addressed;
- \* the report or briefing provides background information on the issue(s) addressed;
- \* where applicable, the material discusses the limitations of the analyses undertaken or presents summaries of expert reviews of papers arising from the work of the expert or expert panel;
- \* if applicable, translations of papers or briefings into other languages are professional and of high quality; and
- \* the material is delivered by the agreed upon deadline.

E.Secondary Analyses of Data

Contract Requirement: Activity 5 (Obtaining and maintaining data for secondary analysis)

Performance Indicator: The contractor shall obtain and maintain data as requested in a task for research and analysis on the education areas previously listed in Section II (Purpose and Scope of Work) of the Statement of Work.

Standard of Performance: The contractor shall submit a quality data file on diskette, CD-ROM, or other appropriate and innovative information accessing formats as a result of the contractor's ability to obtain, extract, merge, review, verify, edit, and/or document data bases and develop and/or re-code variables, as specified by the COTR. These files shall be evaluated in terms of their quality, the quality of the documentation, and the timeliness of the submission.

Standard of Performance continued:

- \* the data file meets NCES standards concerning data file construction and access;
- \* the data file is well structured and navigable;
- \* any data file documentation is concise and comprehensible;
- \* variable development and/or re-coding is clearly documented and technically supportable;
- \* the data file is accessible using a software that is readily available for use at NCES; and
- \* the data file is delivered by the agreed upon deadline.

F.Meeting Support

Contract Requirement: Activity 6 (Providing support for meetings on



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international education)

Performance Indicator: The contractor shall prepare materials needed for international education meetings.

Standard of Performance: The contractor shall prepare quality materials, such as issue or option papers, for international meetings on cross-national comparisons of education.

Standard of Performance continued:

- \* the material is no more than 25 pages in length (excluding appendices);
- \* the material is well structured and comprehensible;
- \* where applicable, the material clearly details the research questions to be addressed, data sources, data quality, selected variables, definitions of variables, description of analytic techniques and/or statistical measures to be used, or, for qualitative analyses, the methodologies developed for analyzing qualitative materials;
- \* the material provides background information on the issue(s) addressed;
- \* where applicable, the material discusses the limitations of the analyses undertaken;
- \* when requested, the material contains an executive summary;
- \* tables or graphics in the material contain no egregious factual errors, are well constructed and informative;
- \* where applicable, the material contains technical appendices that describe data sources, variables and composites created for the tables, sampling and non-sampling errors, design effects, and research literature support for non-quantitative statements; and
- \* the material is delivered by the agreed upon deadline.

G.Data analysis reports

Contract Requirement: Activity 7 (Analyzing data and preparing reports)

Performance Indicator: The contractor shall analyze data and prepare written reports of findings on areas identified by NCES.

Standard of Performance: The contractor shall submit a quality written report by the deadline established in consultation with the COTR and as stipulated in the task order. Each report shall be evaluated in terms of the clarity and conciseness of the writing, the ability to take technical information and make it accessible to the general public and non-specialists, the soundness of the methodology and analyses undertaken to produce the report, the quality of the data presentation, the ability to produce supporting documentation, the timeliness of its submission, and the ability to prepare the report according to the current standards of NCES.

Standard of Performance continued:

- \* the report is no more than 50 pages in length (excluding appendices);
- \* the report is well structured and comprehensible;
- \* the report clearly details the research questions to be addressed, data

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- sources, data quality, selected variables, definitions of variables, description of analytic techniques and/or statistical measures to be used, or, for qualitative analyses, the methodologies developed for analyzing qualitative materials;
- \* the report embeds the current study within the context of prior studies and findings;
  - \* the report discusses the limitations of the analyses undertaken;
  - \* the report contains an executive summary (for reports longer than 20 pages)
  - \* tables & graphics in the report contain no egregious factual errors, are well constructed, and informative;
  - \* the report meets the minimal reporting and methodological standards of NCES, including using appropriate statistical techniques;
  - \* the report contains technical appendices that describe data sources, variables and composites created for the tables, sampling and non-sampling errors, design effects, and research literature support for non-quantitative statements;
  - \* the report is delivered by the agreed upon deadline; and reports successfully pass through NCES adjudication (when appropriate).

H.25. FOLLOW-ON CONTRACT

The Government envisions a need for an additional five (5) years of the type of work covered by this contract. Pursuant to Public Law 103-382, the Government shall have the right to negotiate and award a follow-on contract of up to five years without recompetition. This right shall expire 90 days after expiration of the period of performance of this contract.

(End of Section)

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- I.1. 3452.202-1  
DEFINITIONS (AUG 1987)  
(Reference)
- I.2. 3452.208-70  
PRINTING (AUG 1987)  
(Reference)
- I.3. 3452.227-70  
PUBLICATION AND PUBLICITY (AUG 1987)  
(Reference)
- I.4. 3452.227-71  
PAPERWORK REDUCTION ACT (AUG 1987)  
(Reference)
- I.5. 3452.227-72  
ADVERTISING OF AWARDS (AUG 1987)  
(Reference)
- I.6. 3452.242-71  
NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987)  
(Reference)
- I.7. 3452.242-72  
WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)  
(Reference)
- I.8. 3452.242-73  
ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH  
(Reference)
- I.9. 52.203-3  
GRATUITIES (APR 1984)  
(Reference 3.202)
- I.10. 52.203-5  
COVENANT AGAINST CONTINGENT FEES (APR 1984)  
(Reference 3.404)
- I.11. 52.203-6  
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)  
(Reference 3.503-2)
- I.12. 52.203-7  
ANTI-KICKBACK PROCEDURES (JUL 1995)  
(Reference 3.502-3)
- I.13. 52.203-8  
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER  
ACTIVITY (JAN 1997)  
(Reference 3.104-9)
- I.14. 52.203-10

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PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
(Reference 3.104-9)

I.15. 52.203-12  
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)  
(Reference 3.808)

I.16. 52.204-4  
PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)  
(Reference 4.304)

(The following clause shall apply as prescribed in FAR 7.305(c).)

I.17. 52.207-3  
RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)  
(Reference 7.305)

I.18. 52.209-6  
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS  
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)  
(Reference 9.409)

I.19. 52.215-2  
AUDIT AND RECORDS--NEGOTIATION (AUG 1996)  
(Reference)

I.20. 52.215-14  
INTEGRITY OF UNIT PRICES (OCT 1997)  
(Reference)

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

I.21. 52.215-17  
WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)  
(Reference)

I.22. 52.216-7  
ALLOWABLE COST AND PAYMENT (APR 1998)  
(Reference)

I.23. 52.219-8  
UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)  
(Reference)

I.24. 52.219-9  
SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)  
(Reference)

I.25. 52.219-16  
LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)  
(Reference)

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

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I.26. 52.222-3  
CONVICT LABOR (AUG 1996)  
(Reference 22.202)

I.27. 52.222-4  
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION  
(JUL 1995)  
(Reference 22.305)

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

I.28. 52.222-26  
EQUAL OPPORTUNITY (FEB 1999)  
(Reference)

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

I.29. 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.30. 52.222-36  
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
(Reference)

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

I.31. 52.222-37  
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  
(JAN 1999)  
(Reference)

I.32. 52.223-2  
CLEAN AIR AND WATER (APR 1984)  
(Reference 23.105)

I.33. 52.223-14  
TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)  
(Reference 23.907)

I.34. 52.225-11  
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)  
(Reference)

I.35. 52.227-1  
AUTHORIZATION AND CONSENT (JUL 1995)  
(Reference 27.201-2)

I.36. 52.227-2  
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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CONTRACT CLAUSES

(AUG 1996)  
(Reference 27.202-2)

- I.37. 52.227-14  
RIGHTS IN DATA--GENERAL (JUN 1987)  
(Reference 27.409)
- I.38. 52.227-14 I  
RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE I (JUN 1987)  
(Reference 27.409)
- I.39. 52.227-14 II  
RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE II (JUN 1987)  
(Reference 27.409)
- I.40. 52.227-14 V  
RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE V (JUN 1987)  
(Reference 27.409)
- I.41. 52.229-3  
FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)  
(Reference 29.401-3)

(This clause shall apply as prescribed in FAR 32.111(a)(1).)

- I.42. 52.232-1  
PAYMENTS (APR 1984)  
(Reference 32.111)
- I.43. 52.232-7  
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 1997)  
(Reference 32.111)
- I.44. 52.232-17  
INTEREST (JUNE 1996)  
(Reference 32.617)
- I.45. 52.232-23  
ASSIGNMENT OF CLAIMS (JAN 1986)  
(Reference 32.806)
- I.46. 52.232-25  
PROMPT PAYMENT (JUN 1997)  
(Reference)
- I.47. 52.233-1 I  
DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)  
(Reference)
- I.48. 52.233-3  
PROTEST AFTER AWARD (AUG 1996)  
(Reference 33.106)
- I.49. 52.242-13  
BANKRUPTCY (JUL 1995)

SECTION I  
CONTRACT CLAUSES

(Reference 42.903)

- I.50. 52.242-15  
STOP-WORK ORDER (AUG 1989)  
(Reference 42.1305)
- I.51. 52.243-1 I  
CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)  
(Reference 43.205)
- I.52. 52.243-3  
CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)  
(Reference 43.205)
- I.53. 52.244-5  
COMPETITION IN SUBCONTRACTING (DEC 1996)  
(Reference)
- I.54. 52.245-5  
GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR  
LABOR-HOUR CONTRACTS) (JAN 1986)  
(Reference 45.106)
- I.55. 52.246-4  
INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)  
(Reference 46.304)
- I.56. 52.246-6  
INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)  
(Reference 46.306)
- I.57. 52.246-16  
RESPONSIBILITY FOR SUPPLIES (APR 1984)  
(Reference 46.316)
- I.58. 52.246-23  
LIMITATION OF LIABILITY (FEB 1997)  
(Reference 46.805)

(The following clause shall apply if designated.)

- I.59. 52.247-29  
F.O.B. ORIGIN (JUN 1988)  
(Reference 47.303-1)
- I.60. 52.247-63  
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)  
(Reference 47.405)
- I.61. 52.248-1  
VALUE ENGINEERING (MAR 1989)  
(Reference 48.201)
- I.62. 52.248-1 III  
VALUE ENGINEERING (MAR 1989)--ALTERNATE III (APR 1984)

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(Reference 48.201)

I.63. 52.249-4  
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)  
(APR 1984)  
(Reference 49.502)

I.64. 52.249-8  
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)  
(Reference 49.504)

I.65. 52.249-14  
EXCUSABLE DELAYS (APR 1984)  
(Reference 49.505)

I.66. 52.253-1  
COMPUTER GENERATED FORMS (JAN 1991)  
(Reference 53-111)

I.67. 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.68. 52.225-3  
BUY AMERICAN ACT--SUPPLIES (JAN 1994)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those--

(1) For use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable (see FAR 25.105).

(End of clause)

(End of Section)



SECTION J  
LIST OF ATTACHMENTS

J.1. 309-1a

LIST OF ATTACHMENTS (APRIL 1984)

ATTACHMENT	DESCRIPTION
A	Statement of Work
B	Contract Pricing Schedule
C	Business Proposal Format
D	Model Tasks 1 and 2
E	Contractor Performance Information

FIPS AND FED-STD CLAUSES AND PROVISIONS INCORPORATED BY  
REFERENCE

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

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

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

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

STANDARDS CHECKLIST AS OF 04/26/99

Check Appropriate Column

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

FEDERAL INFORMATION PROCESSING STANDARDS (FIPS)

---x---	-----	-----	FIPS 4-2, Representation for Calendar Date to facilitate interchange of data among information systems. This standard adopts American National Standard ANSI X3.30-1997: Representation of Date for Information Interchange(revision of ANSI X3.30-1985 (R1991)).
---x---	-----	-----	FIPS 5-2, Codes for the Identification of the States, District of Columbia, and the Outlying Areas of the United States, and Associated Areas

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-----	----x----	-----	FIPS 6-4, Counties and Equivalent Entities of the United States, Its Possessions and Associated Areas
-----	----x----	-----	FIPS 8-6, Metropolitan Areas (Including MSAs, CMSAs, PMSAs, and NECMAs)
-----	----x----	-----	FIPS 9-1, Congressional Districts of the United States
---x----	-----	-----	FIPS 10-4, Countries, Dependencies, Areas of Special Sovereignty, and their Principal Administrative Divisions
-----	----x----	-----	FIPS 21-4, COBOL
-----	----x----	-----	FIPS 29-3, Interpretation Procedures for Federal Information Processing Standards for Software
---x----	-----	-----	FIPS 31, Guidelines for Automatic Data Processing Physical Security and Risk Management
-----	----x----	-----	FIPS 46-2 Data Encryption Standard(DES)
-----	----x---	-----	FIPS 48, Guidelines on Evaluation of Techniques for Automated Personal Identification
-----	----x----	-----	FIPS 55-DC3, Guideline: Codes for Named Populated Places, Primary County Divisions, and Other Locational Entities of the United States, Puerto Rico, and the Other Outlying Areas
-----	----x---	-----	FIPS 55-3, Same As 55-DC3 except without codes
-----	----x----	-----	FIPS 66, Standard Industrial Classification (SIC) Codes
-----	----x----	-----	FIPS 73, Guidelines for Security of Computer Applications
-----	----x---	-----	FIPS 74, Guidelines for Implementing and Using the NBS Data Encryption Standard
-----	----x----	-----	FIPS 83, Guideline on User Authentication Techniques for Computer Network Access Control
-----	----x----	-----	FIPS 87, Guidelines for ADP Contingency Planning
-----	---x---	-----	FIPS 92, Guidelines for Standard Occupational Classification (SOC)Codes

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-----	----x---	-----	FIPS 95-2, Codes for the Identification of Federal and Federally-Assisted Organizations
-----	---x-----	-----	FIPS 101, Guideline for Lifecycle Validation, Verification, and Testing of Computer Software
-----	---x-----	-----	FIPS 102, Guideline for Computer Security Certification and Accreditation
-----	----x---	-----	FIPS 103, Codes for the Identification of Hydrologic Units in the United States and the Caribbean Outlying Areas
-----	----x---	-----	FIPS 106, Guideline on Software Maintenance
-----	----x---	-----	FIPS 112, Password Usage
-----	----x---	-----	FIPS 113, Computer Data Authentication
-----	----x---	-----	FIPS 119-1, Ada
-----	----x---	-----	FIPS 127-2, Database Language SQL
-----	----x---	-----	FIPS 132, Guideline for Software Verification and Validation Plans
-----	----x---	-----	FIPS 137, Analog to Digital Conversion of Voice by 2400 Bit/Second Linear Predictive Coding
-----	----x---	-----	FIPS 139, Interoperability and Security Requirements for Use of the Data Encryption Standard in the Physical Layer of Data Communications
-----	----x---	-----	FIPS 140-1, Security Requirements for Cryptographic Modules
-----	----x---	-----	FIPS 141, Interoperability and Security Requirements for Use of the Data Encryption Standard with CCITT Group 3 Facsimile Equipment
-----	----x---	-----	FIPS 144, Data Communications Systems and Services-User Oriented Performance Parameters
-----	----x---	-----	FIPS 150, Facsimile Coding Schemes and Coding Control Functions for Group 4 Facsimile Apparatus

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LIST OF ATTACHMENTS

-----	----x-	-----	FIPS 151-2, Portable Operating System interface (POXIS) - System Appli- cation Interface (C Language)
-----	----x----	-----	FIPS 155, Data Communication Systems and Services User-oriented Performance Measurement Methods
-----	---x-----	-----	FIPS 160, C
-----	----x----	-----	FIPS 161-2, Electronic Data Inter- change (EDI)
-----	---x-	-----	FIPS 162, 1,200 Bits per Second Two-Wire for Data Communications use on Telephone-Type Circuits
-----	----x----	-----	FIPS 163, 2,400 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
-----	----x---	-----	FIPS 164, 2,400 Bits per Second Two-Wire Half-Duplex Modems for Data Communications use on Telephone-Type Circuits
-----	---x-----	-----	FIPS 165, 4,800 and 9,600 Bits per Second Four-Wire Duplex and Two-Wire Half-Duplex Modems for Data Communications use on Telephone- Type Circuits
-----	---x-----	-----	FIPS 166, 4,800 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
-----	---x-----	-----	FIPS 167, 9600 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
-----	---x-----	-----	FIPS 168, 12,000 and 14,000 Bits per Second Four-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
-----	----x----	-----	FIPS 169, Error Corrections in Modems Employing Asynchronous-To-Synchronous Conversion
-----	---x-----	-----	FIPS 170, Data Compression in Modems Employing CCITT Recommendation V.42

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Error Corrections

-----	---x-----	-----	FIPS 171, Key Management Using ANSI X9.17
-----	---x-----	-----	FIPS 172-1, VHSIC Hardware Description Language (VHDL)
-----	---x-----	-----	FIPS 173-1, Spatial Data Transfer Standard (SDTS)
-----	---x-----	-----	FIPS 175, Federal Building Standard for Telecommunications Pathways and Spaces
-----	---x-----	-----	FIPS 176, Residential and Light Commercial Telecommunications Wiring Standard
-----	---x-----	-----	FIPS 180-1, Secure Hash Standard (SHS)
-----	---x-----	-----	FIPS 181, Automated Password Generator
-----	---x-----	-----	FIPS 182, Integrated Services Digital Network (ISDN)
-----	---x-----	-----	FIPS 183, Integration Definition for Function Modeling (IDEFO)
-----	---x-----	-----	FIPS 184, Integration Definition for Information Modeling (IDEFIX)
-----	---x-----	-----	FIPS 185, Escrowed Encryption Standard (EES)
-----	---x-----	-----	FIPS 186, Digital Signature Standard (DSS)
-----	---x-----	-----	FIPS 187, Administration Standard for the Telecommunications Infrastructure of Federal Buildings
-----	---x-----	-----	FIPS 188, Standard Security Label for Information Transfer
-----	---x-----	-----	FIPS 189, Portable Operating System Interface (POSIX) Part 2: Shell and Utilities
-----	---x-----	-----	FIPS 190, Guideline for the Use of Advanced Authentication Technology Alternatives
-----	---x-----	-----	FIPS 191, Guideline for the Analysis of Local Area Network Security
-----	---x-----	-----	FIPS 192, Application Profile for the

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Government Information Locator Service  
(GILS)

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

-----  
FEDERAL TELECOMMUNICATIONS STANDARDS (FED-STD)  
-----

-----	---x-----	-----	FED-STD 1002A, Telecommunications: Time and Frequency References Information in Telecommunication Systems
-----	---x-----	-----	FED-STD 1016, Telecommunications: Analog to Digital Conversion of Radio Voice by 4,800 Bit/second Code Excited Linear Prediction (CELP)
-----	---x-----	-----	FED-STD 1023, Telecommunications: Interoperability Requirements for Encrypted Digitized Voice Utilized with 25 KHz Channel FM Radios Operating Above 30 MHZ
-----	---x-----	-----	FED-STD 1035A, Telecommunications: Coding Modulations and Transmission Requirements for Single Channel Medium and High Frequency Radio Telegraph Systems Used In Government
-----	---x-----	-----	FED-STD 1037B, Telecommunications: Glossary of Telecommunications Terms
-----	---x-----	-----	FED-STD 1045A, Telecommunications HF Radio Automatic Link Establishments
-----	---x-----	-----	FED-STD 1046/1, Telecommunications: HF Radio Automatic Networking Section 1: Basic Networking-ALE

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Controller

----- ---x----- ----- FED-STD 1049/1, Telecommunications:  
HF Radio Automatic Link Establishments  
in Stressed Environments, Section 1:  
Linking Protection

(End of Section)

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

K.1. 310-1

REPRESENTATION AUTHORITY (MARCH 1985)

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

\_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_  
(RFP No.)

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

\_\_\_\_\_  
(Date)

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

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

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

K.2. 310-10

GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

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

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

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

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

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

(E) Cognizant Government:

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

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

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

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

Accounting Period:

Sales:

Government cost-reimbursement type prime  
contracts and subcontracts:

\$ \_\_\_\_\_

Government fixed-price prime contracts  
and subcontracts:

\$ \_\_\_\_\_

Commercial Sales:

\$ \_\_\_\_\_



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

\_\_\_\_\_

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

(O) Cost estimating is performed by:

Accounting Department: \_\_\_\_\_

Contracting Department: \_\_\_\_\_

Other (describe) \_\_\_\_\_

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

If yes, name and location of the Government agency:

\_\_\_\_\_

(Q) Purchasing Procedures:

Are purchasing procedures written? Yes \_\_\_\_\_ No \_\_\_\_\_

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

If yes, name and location of the Government agency:

\_\_\_\_\_

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

K.3. 310-16

POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

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

K.4. 310-6

DUPLICATION OF COST (MARCH 1985)

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

K.5. 52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.6. 52.203-11

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

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

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

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

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been

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paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

(End of provision)

K.7. 52.204-3

TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

/\_/ TIN has been applied for.

/\_/ TIN is not required because:

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

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

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

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other\_\_\_\_\_.

(e) Common Parent.

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

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

(End of provision)

K.8. 52.204-5

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

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

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

(End of provision)

K.9. 52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(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.

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(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.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.10. 52.209-5

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

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

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

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

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

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

(a)(1)(i)(B) of this provision.

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

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

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

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

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

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

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

(End of provision)

K.11. 52.215-6

PLACE OF PERFORMANCE BUSINESS (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /ED-99-R-0020 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.12. 52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8999

(2) The small business size standard is \$5,000,000

(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

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women-owned small business concern.

(c) Definitions.

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

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

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

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

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

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

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

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

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

(End of provision)

K.13. 52.219-22

SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)

(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 listed, on the date of this representation, on the



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register of small disadvantaged business concerns maintained by the Small Business Administration; or

/\_/ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

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

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

(End of provision)

K.14. 52.219-23

NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998)

(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 listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(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

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Administration prior to contract award; or

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

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

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

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

(b) Evaluation adjustment. (1) Offers will be evaluated 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) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers 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));

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

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

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

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

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

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

(End of clause)

K.15. 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.16. 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.17. 52.222-25

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

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

(End of provision)

K.18. 52.223-1

CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

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

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

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

(End of provision)

K.19. 52.223-6

DRUG-FREE WORKPLACE (JAN 1997)

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

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

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

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

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

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

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

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

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

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

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

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

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

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

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

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

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

(End of clause)

K.20. 52.223-13

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

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

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

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

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

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

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

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

/\_/ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) 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.21. 52.227-15

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

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

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Government the right to inspect such data at the Contractor's facility.

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

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

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

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

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

K.22. 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

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practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

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

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

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

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

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

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

☐ (2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

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

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling 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



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OTHER STATEMENTS OF OFFERORS

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.

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. 307-1

ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

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

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

L.2. 307-11

COST ACCOUNTING STANDARDS APPLICATION (JUNE 1992)

The contract clause entitled "Cost Accounting Standards" shall apply to any resulting contract, except as exempted under Section 9903.201-1(b) of 48 CFR (CAS) Chapter 99 or when the contract is eligible for modified coverage under Section 9903.201-2(b) of the same Regulation. The clause entitled "Disclosure and Consistency of Cost Accounting Practices" shall apply in the latter case.

L.3. 311-17

ADDITIONAL INSTRUCTION FOR PROPOSAL FOR

ADP SECURITY COMPLIANCE (FEBRUARY 1988)

Potential offerors are directed to the security requirements under the clause entitled "Information Technology System Security Requirements", ED 307-13. Technical proposals must include a separately detailed plan for meeting these requirements, including any necessary subcontract applications. Submission of these plans shall serve as certifications of the offerors' full intent for compliance.

L.4. 311-1a

TYPE OF CONTRACT (MAY 1997)

The Government contemplates award of a Task Order/Time & Materials with award fee provisions, type contract with work authorized by fixed price and/or time and materials/labor hour task orders.

L.5. 311-2a

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

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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 8 copies of your technical proposal and an original and 4 copies of your business proposal and an original and one copy of your past performance report to:

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

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

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

The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

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

To assist you in the preparation of your proposal, the Government has estimated the effort to perform this contract. The estimated level of

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effort is (See Attachment B - Pricing Schedule) Based on the current International Education Activities Contract there are an average of 8 Task Orders and 40 Quick Turnaround Work Requests issued for each year of contract. These numbers are furnished for the offeror's information only and are not considered restrictive for proposal purposes.

L.6. 311-3

TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

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

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

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

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

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

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:

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Proposals that simply offer to perform the work requested will not be considered eligible for award. Offerors should identify the authors of each section of their technical proposals as listed below.

Offerors should include all options within their technical proposals. Specifically, the technical proposals should be prepared and submitted in the following format:

1. Cover Page. The cover page should clearly state the name, address, and telephone, fax number, and e-mail address of the offeror.
2. Table of Contents. The table of contents (including page numbers).
3. The Introduction. The introduction must show the offeror's understanding of the purposes and objectives of the statement of work. This section shall demonstrate the offeror's knowledge of international education research, data, and issues and of NCES survey databases and international program.
4. The Approach. This section must describe the overall manner in which the seven activities and quick-turnaround work requests will be performed and should discuss anticipated problems and recommended solutions. Emphasis should be placed on Activity 7--Analyzing data and preparing reports.
5. Staffing Plan and Qualifications. In general, the work requires a Contractor with a broad range of experience and capabilities dealing with international education data. Because of the nature of the work, new insights into handling complex issues of design and analysis will be sought. As such, NCES will be looking for staff who is capable of a high level of creativity and innovation. NCES is in need of a Contractor who is on the cutting edge of research methodologies that can be applied in this sensitive international environment.

Offerors should submit a list of proposed personnel by name, title, and areas of expertise in relation to the requirements of this RFP. A resume must be included for each of the proposed staff (including subcontractor staff). If outside expertise is required to supplement staff capabilities, the technical proposal must include resumes and letters of intent for experts who would be available to work on tasks. The resumes should include information on their education, recent experience, and related accomplishments.

The staffing plan should include a table displaying the approximate percentage of time each proposed staff member (including subcontractors' staff and experts) will be available during the base period and each option period.

In addition, the plan should provide a short summary of how the qualifications of the proposed staff are directly related to the requirements for these labor categories:

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A. Project Director (Key Staff).

Recent experience in managing contracts with multiple tasks and in directing quick-turnaround activities within such contracts resulting in high quality deliverables on time and within budget. Experience directing a staff of over 20 people who have performed activities similar to those described in Section III of the Statement of Work. A Ph.D. or equivalent level of education or experience in education research, statistics, or a field directly related to the requirements of this contract. Familiarity with the international education research, data, and issues previously identified in Section II of the Statement of Work as well as a working knowledge of NCES' survey databases and international program. Experience authoring accurate, well-written papers and reports based on complex statistical analyses of cross-national education data, and experience in the NCES/ED review and adjudication process. Experience at the international level in assessment and education research.

B.Senior Researchers/Task Leaders (Key Staff).

A Ph.D. or equivalent level of education or experience in education research, statistics, or a field directly related to the requirements of this contract. Experience as a task leader, directing the work of consultants or research assistants and analysts, and reviewing/editing the work of others. Training and/or experience with the international education research, data, and issues previously identified in Section II of the RFP. Ability to speak and understand a foreign language in relatively wide-use, such as Spanish, French, or German. Experience authoring accurate, well-written papers and reports based on complex statistical analyses of cross-national education data. Training and/or experience in development, collection, and analysis of qualitative and descriptive data for international education comparisons.

A working knowledge of NCES survey databases and international program. Knowledge and expertise in using a wide variety of statistical techniques to conduct descriptive as well as multivariate analyses of data. Experience in designing data collection instruments, sampling methodology, collecting data, or processing collected data. Experience with the use of microcomputer software packages and the ability to work with senior and junior analysts to perform such analyses. Experience summarizing analytic findings in oral presentations and preparing materials for international meetings and briefings.

C.Research Assistants.

Experience or education to understand international education research and issues. Familiarity with statistical data analysis methods for performing complex analytic work. Experience in quantitative and qualitative methodologies. Experience in conducting literature searches and reviews, in presenting the results of syntheses and analyses in clear written form, and in entering data into data bases and using microcomputer software

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packages.

D.Senior Analysts.

Considerable experience with processing data for analysis and with data analysis methods. This includes mainframe data processing, standard programming languages like PASCAL and FORTRAN, PC-compatible microcomputers, and microcomputer software packages like SAS or SPSS designed for analysis. Experience with the application of software packages for balanced repeated replication, Taylor series approximations, and jackknifing. Ability to create and modify statistical programs and prepare technical documentation of programs and data files used in analyses. Experience using computers to produce statistical tables, charts, and graphs. Experience in processing NCES survey databases or similar complex databases. Experience in assisting in the analysis of data. Experience in directing the work of junior analysts.

E.Junior Analysts.

Experience in assisting Senior Analysts in the areas listed above.

F.Operations Researchers.

A Ph.D. or equivalent level of education or experience in a field directly related to the requirements of this contract. Experience in designing, conducting, and documenting methodological research projects and/or data collection projects. Experience with a wide variety of research methodologies and statistical techniques appropriate for small-scale cross-national projects including methods for collecting quantitative and qualitative data. Familiarity with the international education research, data, and issues previously identified in Section II of the RFP. Experience directing the work of teams conducting such studies.

6.Management Plan. The management plan must show the feasibility of implementing the offeror's approach through the effective and efficient use of resources. The plan must discuss the offeror's procedures for coordinating and managing working relationships among personnel (including subcontractors and consultants), resource use, scheduling of activities, and communication with the NCES COTR. The Contractor must provide evidence that they have effective control of the participation by any proposed subcontractor. The plan must also indicate how the offeror will insure quality as well as the timely and successful completion of each step on all tasks and how budgets will be monitored and enforced.

7.Organization's Experience and Resources. This section must describe the offeror's and subcontractor's (if any) pertinent recent experience and qualifications in conducting work of a similar nature. Summaries (not to exceed one page) of related work must be cited, including the contract number and name, current affiliation, and current telephone number of each client's project officer or

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technical representative. This section should also describe the facilities, equipment and services that will be available for use in this contract.

8. ADP Security Program. The offeror must present a detailed outline of its proposed ADP security program which complies with the requirements of the solicitation and the Department of Education Security Manual and NCES' requirements for maintaining the confidentiality of restricted data bases.

Offerors shall provide one (1) original copy and eight (8) additional copies of their technical proposals. We encourage you to provide one (1) of the copies in a looseleaf ring-binder notebook. You are encouraged to provide one (1) electronic copy of your technical proposal on 3.5 inch diskettes. All technical proposals will be separately bound from copies of the offerors' business proposals.

L.7. 311-4a

BUSINESS PROPOSAL INSTRUCTIONS (FEB 1996)

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

- A. Standard Form 33, "Solicitation, Offer and Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors or Quoters of Section K" must be properly filled out and signed by an official authorized to bind the offeror. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP.
- B. The information, if any, required by the provision FAR 52.215-20, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, Alternative IV" as incorporated in Section L of this solicitation.
- C. Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to acquire the item with your own funds.

The description shall include the following elements for individual items which will exceed \$1,000 in cost:

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



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

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

(a) - Additional Business Proposal Instructions

Offeror's must contact Dean Pike, Contract Specialist, for all relevant materials and any other information related to this RFP at:

Telephone: 202/708-8569  
E-Mail: dean\_pike@ed.gov  
FAX: 202/708-9817

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1). Cost Estimate Summary Package

Offerors are hereby encouraged to submit their Budgets on 3.5" floppy computer disks in Exel spreadsheet software/Version 5.0. Offerors are asked to use the same cost categories, by completing the "Proposed Cost" and "Hours" columns, as shown on Attachment C - Business Proposal Format. Offerors should provide this data for the Base Year, each of the other four (4) option years of the contract, and for All Years (5-year life-cycle total) of the contract.

2). Indirect Cost Rate Agreement

Offerors are to submit their current Indirect Cost Rate Agreements in their Business Proposals.

3). Travel

For project tasks that require contractor travel, the offeror should determine the cost of the travel by using prearranged round trip airline coach fares. The offerors are to describe their travel policy for obtaining the lowest discounted airline fares.

4). Business Proposals

Offerors should provide one (1) original copy and four (4) additional copies of their Business Proposals. We encourage you to provide one (1) copy of your Business Proposal on a 3.5" floppy computer disc. All Business Proposals should be separately bound from copies of the Offerors' Technical Proposals.

5). Pricing Schedule

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

6). Base and Loaded Hourly Labor Rates

Base Hourly and Loaded Hourly Labor Rates should be provided for each Labor Category identified in the RFP for the Base Year and each of the other four (4) Option Years of the Contract. The Loaded Labor Rates shall not include any amount for a Base Fee. The Offerors should identify the amounts/percents of the Loaded Labor Rates which are for separate Overhead categories, I. E., Overhead, General and Administrative (G & A), etc.

7). Labor Hours

Offerors are instructed to provide Labor Hours for Model Task 1 and 2 (see Attachment D) by Labor Category (in accordance with the labor categories provided in the Technical proposal Instructions) for the Base Year and each of the four(4) Option Years of the contract.

8). Base Fees

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Offerors are directed not to propose Base Fees in their Business Proposals for time-and-materials and fixed-price task orders. Fees can be earned for each contract task order, under performance based incentive provisions, as explained in the Quality Assurance Plan contract clause. Fees earned for time-and-materials task orders apply only to Direct Labor Costs. Offerors will propose a separate materials handling rate for time-and-materials task orders. Fees earned for fixed-price task orders apply to the total price of each of these task orders.

9). Profit

Offerors are directed to propose a rate of profit for quick turnaround work requests work only.

10). Sub-Contracting Plan

Offerors are directed to provide a subcontracting plan with their Business Proposals.

L.8. 311-5

FORMS CLEARANCE PROCESS (MARCH 1986)

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

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L.9. 311-6

CLARIFICATION QUESTIONS (APRIL 1998)

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

Dean Pike, Contract Specialist

E-Mail: dean\_pike@ed.gov

FAX: 202/708-9817

Address:

U. S. Department of Education

Contracts and Purchasing Operations

ROB-3/Room 3616/MS-4447

7th and D Streets, SW

Washington, DC 20202-4447

ED will accept clarification questions until 15 days after the issuance of this RFP. After this date ED does not guarantee that a response will be given. Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

L.10. 311-7

PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986)

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

L.11. 311-9

COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT (JUNE 1998)

Small Business Comments are Important:

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

L.12. 314-1

PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major

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

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

Include the following information for each contract and subcontract:

1. Identification
  - a. Name of the contracting activity
  - b. Program title or product name
  - c. Contract number
  - d. Contract type
  - e. Period of performance, including all option periods
  - f. Contract Value:
    - (1) Initial projected total contract amount including all option periods
    - (2) Final or current projected total contract amount including all option periods
  - g. Points of Contact
    - (1) Contracting officer and telephone and fax number and e-mail address (if known)
    - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
    - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
2. Work performed and relevance
  - a. Brief synopsis of work performed
  - b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
  - c. Brief, specific examples of the offeror's high quality performance
3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the

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minimum and maximum available fee for each period.

4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
  - a. The date you sent the "Contractor Information Form" to each reference.
  - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
  - c. To whom you sent it including telephone and fax number and e-mail address (if known).

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

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

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

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

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

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information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.

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

L.13. 52.215-20 IV

REQUIREMENTS FOR COST OR PRICING DATA  
OR INFORMATION OTHER THAN COST

PRICING DATA (OCT 1997)--ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

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

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

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

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

L.14. 52.215-1 I

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

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

I (OCT 1997)

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

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

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

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

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

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

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

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

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

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

- (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring



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receipt of offers by the 20th of the month must have been mailed by the 15th);

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

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

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

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

(F) It is the only proposal received.

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

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

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

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

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postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

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

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

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

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

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

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

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

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

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, 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

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this restriction  
are contained in sheets \_\_\_\_\_ and

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

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

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

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

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

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

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

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

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

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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. 52.232-15

PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of provision)

L.17. 52.233-2

SERVICE OF PROTEST (AUG 1996)

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

U. S. Department of Education

Contracts and Purchasing Operations

ROB-3/Room 3616/MS-4447

7th and D Streets, SW

Washington, DC 20202-4447

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

(End of provision)

(End of Section)

SECTION M  
EVALUATION FACTORS FOR AWARD

M.1. 312-2a

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

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

(B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).
2. Past performance subfactors:
  - a. Quality of Product or Service - compliance with contract requirements - accuracy of reports - appropriateness of personnel - technical excellence.
  - b. Problem Resolution - anticipates and avoids or mitigates problems - satisfactorily overcomes or resolves problems - prompt notification of problems - pro-active - effective contractor - recommended solutions.
  - c. Cost Control - within budget - current, accurate and complete billings - costs properly allocated - unallowable costs not billed - relationship of negotiated costs to actual - cost efficiencies.
  - d. Timeliness of Performance - meets interim milestones - reliable - stays on schedule despite problems - responsive to technical direction - completes on time, including wrap-up and contract administration - no liquidated damages assessed.
  - e. Business Relations - effective management - use of performance-based management techniques - business-like concern for the customer's interests - effective management and selection of subcontractors - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily litigious.
  - f. Customer Service - understands and embraces service and program goals - team approach with government - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service strategies.

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

3. Past performance evaluation will be based on information obtained from the awards and references listed in the offeror's proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors, and key personnel records.

The currency and relevance of the information, source of the information, context of the data, and general trend in contractor's performance will be considered. The contracting officer will give greater consideration to information about an offeror's past performance that the contracting officer considers either more reliable or more relevant to the effort required by this solicitation.

4. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement.
  5. An offeror will be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. Prompt corrective action in an isolated instance might not outweigh an overall negative trend.
  6. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably on past performance.
- 

312-2b - Evaluation Factors for Award (continued)

The Total Evaluated Price will be the price of Model Tasks 1 and 2, added together, for the entire term (Years 1-5) of the Contract.

TECHNICAL EVALUATION CRITERIA:

- A. Experience and Qualifications of the Staff (40)

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- \* Demonstrated relevant experience, knowledge, and education or training of the Project Director in accordance with the qualifications specified in Section VII.1 in the Statement of Work (Project Staffing). (20 points)
- \* Demonstrated relevant experience, knowledge, and education or training of the Senior Researchers in accordance with the qualifications specified in Section VII.1 in the Statement of Work. (Project Staffing). (15 points)
- \* Demonstrated relevant experience, knowledge, and education or training of the other professional staff (Senior Analysts, Operations Researchers, Research Assistants, and Junior Analysts) in accordance with the qualifications specified in Section VII.1 in the Statement of Work (Project Staffing). (5 points)

B. Quality of Approach and Understanding of Requirements (40)

- \* General responsiveness and approach to the nature, magnitude, details and problems of the range of activities to be performed in general. Quality of approach for carrying out specified tasks. (17 points)
- \* Ability to show a clear understanding of the complexity of the substantive and methodological aspects of analyzing international education data and evidence of experience in preparing reports from such data. (15 points)
- \* Ability to demonstrate knowledge of international education research literature, data, and issues and of NCES survey databases and international program. (8 points)

C. Competence and Experience of the Organization (10)

- \* Demonstrated corporate experience to manage and perform contracts and activities similar to the ones described in the statement of work, with particular emphasis on previous contracts involving international analyses and quick-turnaround work. The adequacy of the facilities, equipment and services proposed for use in this contract. (8 points)
- \* Demonstrated experience in securing experts and consultants in the substantive areas required by this contract. (2 points)

D. Staffing and Management Plans (10)

- \* Quality and reasonableness of the offeror's management plan including staffing, scheduling, quality control, and budget monitoring plans. Quality of the plan for securing and managing consultants and/or subcontractors. (6 points)
- \* Ability to commit key staff for adequate time to perform tasks that may require more than one year to complete. Appropriate matching of staff skills to task requirements. (4 points)

E. Small Business Participation (10 Bonus Points)

The Contracting Officer shall assign up to 10 Bonus Points to an Offeror

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that provides documentary evidence that is either: 1) A small business concern itself; or, 2) The extent the firm proposes to use small businesses.

M.2. 52.217-5

EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

(End of Section)