

2. CONTRACT NO.	3. SOLICITATION NO. ED-99-R-0009	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 04/27/1999	6. REQUISITION/PURCHASE NO. EDOERI-99-000199
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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 CPOD	8. ADDRESS OFFER TO (If other than Item 7) CPOSSG Contr. & Purch. Opr., Support Serv. Gr. U.S. Dept. of Education, Rm 3616, ROB-3 Seventh and D Streets SW Washington, DC 20202-4443
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in unt@2:00 PM local time May 27, 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 Jeff Halsted JCH	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 708-8283
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OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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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
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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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	POSTSECONDARY ANALYSIS CONTRACT - RECOMPETE. THE FUNDING IS FOR THE TASK ORDER TO BE AWARDED WITH THE BASE CONTRACT.	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. 301-23

LABOR CLASSIFICATION AND RATES (APRIL 1997)

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

SECTION B

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

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

B.5. 301-24c

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

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.6. 301-26a

MINIMUM/MAXIMUM QUANTITIES (APRIL 1997)

The minimum quantity of direct labor under this contract is 4,285 hours. The maximum total hours of direct labor for all task orders are: 77,136

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

B.7. 301-27

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:

SECTION B

See Pricing Schedule (Attachment 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.

B.8. INCENTIVE FEE/DEDUCTION FEE PAYMENT SCHEDULE

The incentive/deduction fee shall be paid/deducted per the rates set in each task order issued. The incentive/deduction shall be computed at the completion of each twelve month period. The Contracting Officer will submit to the Contractor a letter stating what the incentive/deduction fee payable will be per rates set in the Task Orders. The contractor will have 30 days from receipt the letter to 1) submit an invoice for the incentive/deduction fee, which will be considered final. The Contracting Officer's decision is final and is not subject to the Disputes Clause.

(End of Section)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. 302-2

SCOPE OF WORK (FEBRUARY 1985)

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

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.

(End of Section)

SECTION D
PACKAGING AND MARKING

D.1. 303-1

SHIPMENT AND MARKING (MARCH 1986)

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

(b) Ship deliverable items to:

U.S. Dept. of Education
Rm 3616 ROB-3
Seventh and D Streets SW
Washington, DC 20202-4447

(c) Mark deliverables for: Jeff Halsted

D.2. 303-2

F.O.B. DESTINATION (MARCH 1986)

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

D.3. 303-4

PACKING (MAR 1986)

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

(End of Section)

SECTION E
INSPECTION AND ACCEPTANCE

E.1. 304-1

INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

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

(End of Section)

SECTION F
DELIVERIES OR PERFORMANCE

F.1. 305-4

PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from AWARD to 12 MONTHS AFTER AWARD inclusive of all specified deliveries and/or task work.

F.2. 305-6

DELIVERABLES (MARCH 1986)

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

(End of Section)

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. 306-1a

INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION
(ALTERNATE I)(MARCH 1988)

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

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

Ms. LaShawn Flemming
U.S. Department of Education
Rm. 3616, ROB-3
7th & D Streets, S.W.
Washington, D.C. 20202

NOTE: Invoices or contract financing requests must be sent to the designated billing office indicated above. Invoices or contract financing requests should NOT be sent to the "Payment will be made by" office indicated on the face page of the contract (block 12 of SF26 or block 25 of SF33).

G.2. 306-2

ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY
(JANUARY 1989)

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

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

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

G.3. 306-8

CONTRACT ADMINISTRATOR (FEB 1985)

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

G.4. 52.216-19

SECTION G
CONTRACT ADMINISTRATION DATA

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 \$100 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. (b) Maximum Order. The Contractor is not obligated to honor any order or series of orders that together call for the contractor to provide more than 1280 hours in any one week period. (c) If this is a requirements contract, (i.e., includes the Requirements Clause at subsection 52.216-21 of the Federal Acquisition Regulations (FAR)), the Government is not required to order a part or any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above. (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to provide the supplies or services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

G.5. 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 AWARD through end of contract performance period.

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

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

(End of clause)

G.6. 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

SECTION G
CONTRACT ADMINISTRATION DATA

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

(End of clause)

(End of Section)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1. 301-20

PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES
(FEB 1995)

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

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

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

H.2. 306-10

GOVERNMENT-FURNISHED DATA (APRIL 1984)

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

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

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

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

(D) The data will be furnished to the Contractor as specified in the Task Order Statement of Works.

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

H.3. 307-13

INFORMATION TECHNOLOGY SYSTEM SECURITY
REQUIREMENTS (APRIL 1999)

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

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

H.4. 307-14

COMPUTER SYSTEM DESIGN AND IMPLEMENTATION REQUIREMENTS (APRIL 1999)

1. System Development Standards

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

2. Project Documentation Plans

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

3. Data Control and Validation

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

4. Programming Language

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

5. System Documentation

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

6. Computer Software

(a) All computer software development under this

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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 Jeff Halsted at Telephone Number (202) 708-8283. Written requests should be directed to the following address:

U.S. Dept. of Education
7th & D St. SW
Room 3616 ROB-3
Washington, D.C. 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 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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (D).

H.6. 307-2

KEY PERSONNEL DESIGNATION (MARCH 1985)

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

Project Director
Senior Analyst
Senior Statistical Analyst
Statistician

H.7. 307-3

DUAL COMPENSATION (MARCH 1985)

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

H.8. 307-30

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 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--

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- (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/CPO/Support Services Group
Room 3616, ROB-3
600 Independence Ave., SW.,
Washington, DC 20202-4443

H.9. 307-31

YEAR 2000 COMPLIANCE (NOVEMBER 1997)

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

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

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

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

H.10. 307-7a

PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

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

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

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

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

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

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

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

H.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,

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"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 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

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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 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

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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. 52.217-9

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) There are four optional periods of performance which are as follows:

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

H.16. 52.224-1

PRIVACY ACT NOTIFICATION (APR 1984)

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

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

(End of clause)

H.17. 52.224-2

PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

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

(i) The systems of records; and

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

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

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

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

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

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

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

(End of clause)

H.18. 52.232-33

MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)

(a) Method of payment. Payments by the Government under this contract,

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including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

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

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

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

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer

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payment.

(e) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

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

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time 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 retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given 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.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT

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information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which 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 (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(End of clause)

H.19. 52.239-1

PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

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

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

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

(End of clause)

H.20 Performance Incentive and Surveillance Plan

The work performed under this contract is subject to the technical review of the COTR and Project Task Monitor. In general, the work will be evaluated in terms of how well the requirements of the contract are satisfied, the extent to which the work performed follows the approach found in the contractor's technical proposal, and in the work plans and outlines submitted by the contractor over the life of the contract. In general, the work will be evaluated in terms of how well the activity requirements of each Task Order are satisfied and the extent to which the work performed met the time schedule for each activity, as measured against the Standards contained in this Surveillance Plan. At the discretion of the COTR or the Contracting Officer or Specialist, other government officials approved by the Contracting Officer or Specialist may

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be asked to evaluate a particular deliverable or set of deliverables.

The contractors performance for each completed Task Order will be evaluated in terms of a specific set of products and activities for each 12 month Evaluation Period, based on Performance Standards set forth below. The Performance Standards are written at the level of Acceptable Performance, as defined in the Contract Incentive Clause--H.18. Only the final product from Tasks that have been completed during the annual evaluation period will be evaluated in terms of their contribution to the final product, but not separately. The Performance Standards will allow the Government to make an objective assessment of the Contractors performance based on the quality, completeness, and timeliness of its technical work.

SURVEILLANCE PLAN
FOR
POSTSECONDARY EDUCATION STATISTICAL ANALYSES
AND TECHNICAL DEVELOPMENT

BASE YEAR

ACTIVITY 1: The contractor shall perform in-depth, comprehensive statistical analyses using postsecondary education and other education related databases.

STANDARD: The contractor shall produce reports that are of good quality, within the project budget, and are delivered by the due date. Reports must adhere to NCES Statistical Standards (NCES 92-021), and OERI Publications Guidelines; reports should encompass the most current data, and contain statistically adequate and technically accurate text, tables, graphs and figures that are acceptable for the intended audience and require only minor revisions.

ACTIVITY 2: The contractor shall carry out one-time case studies, evaluation studies, or pilot studies at a limited number of sites and with a limited number of respondents to investigate the feasibility and appropriateness of potential data collection strategies and to evaluate extant surveys.

STANDARD: All data collection activities are acceptable to substantive and methodological specialists and result in a report that at a minimum meets NCES Statistical Standards (NCES 92-021) and OERI Publications Guidelines.

STANDARD: The data collection shall follow data collection standards and regulations documented in NCES Statistical Standards (NCES 92-021), OMB's Paperwork Reduction Act and Directive 5 CFR 1320 when testing data collection instruments with respondents.

ACTIVITY 3: The contractor shall develop, evaluate and implement strategies for disseminating PSD and other data and reports and shall provide training to NCES data users and providers in the appropriate use of NCES products.

STANDARD: Strategies for disseminating PSDs products must encompass multi-media and address the PSDs diverse constituency.

STANDARD: Training materials must be approved by the Task Leader and must be appropriate to the audiences knowledge, skills, abilities and interests as requested by NCES and useable in many different forums, including on-site training, training at NCES or training in conjunction with NCES-sponsored or other professional meetings.

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STANDARD: The evaluation of training sessions by participants must be at least adequate.

ACTIVITY 4: Final product to produce monthly progress/status and budget reports.

STANDARD: The contractor shall submit two copies of the monthly report to the NCES COTR and one to the CO. The contractor shall ensure that the time period covered in the monthly report is the same time period as that for the monthly voucher. The monthly report should meet the requirements and timelines agreed to in Section V of the statement of work.

STANDARD: The reports are of good quality and sufficiently complete so that the COTR and CO is apprised of any need for contract revisions.

ACTIVITY 5: Cost control

STANDARD: Tasks are within budget, billings are current, accurate and complete; costs are properly allocated, unallowable costs are not billed; relationship of negotiated costs to actual costs is high, and cost efficiencies have been instituted when possible.

OPTION YEAR 1

Content and Standard are the same as described in the Base Year.

OPTION YEAR 2

Content and Standard are the same as described in the Base Year.

OPTION YEAR 3

Content and Standard are the same as described in the Base Year.

OPTION YEAR 4

Content and Standard are the same as described in the Base Year.

H.21 INCENTIVES

a. Introduction

The contractor will be eligible for an incentive payment of up to \$5,000 for each task order that it completes, based on the Governments evaluation of the contractors performance. The amount of the incentive will be based on the complexity of the task order and the contractors level of performance. The Government will evaluate the contractors performance at 12-month intervals in terms of the quality of its technical work, as measured against standards contained in the Surveillance Plan.

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The 12-month Evaluation Periods will begin with the Base Year Period of the contract, which is from the effective date of the contract, until 12 months afterward, and for each succeeding 12-month period until the contract ends.

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 determination of an incentive payment earned, will be made unilaterally and in writing by the Contracting Officer in accordance with the referenced incentive payment earned, shall be binding on both parties, and shall not be subject to appeal under the Disputes Clause (FAR 52.233.1 Alt. I) of the contract.

The Contracting Officers determination to make an Incentive payment in no way alters the contractors responsibilities to perform any functions or produce any deliverables that are required by this contract. Also, the Contracting Officers determination to make an incentive payment in no way alters the Departments 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 contractor will only be eligible for incentives on fully completed Task Orders for the evaluation period in which the termination occurred.

Products that are judged outstanding in all respects meet NCES Standards (NCES 92-021), OMBs Directive 5 CFR 1320 and OERI Publication Guidelines, and require no additional work will receive the highest incentive payment. Products that are judged outstanding in most respects meet NCES Standards (NCES 92-021), OMBs Directive 5 CFR 1320 and OERI Publication Guidelines, but require some additional work. Products with a few areas of deficiency that are more than offset by areas of above average or superior performance will also receive an incentive payment.

The products that will be used to evaluate contractor performance and the bonuses tied to each task order will be specified as each task order is issued. In order to be considered for a bonus, the product must be delivered no later than the date specified in the contractors technical proposal or in the schedule submitted following the project initiation meeting. Performance incentives for these products/activities will be awarded only once, when the task is completed.

To be considered for a bonus, the product must be delivered within budget. Within the project budget will be defined as not more than the estimated cost for the named tasks through the reporting/billing period ending just prior to the delivery date. The estimated costs will be those contained in the contract by the task order on the day it is signed.

The Contracting Officer and/or Contracting Specialist and the COTR will together determine whether a product is within budget.

Award of the performance incentives listed below are not subject to the disputes clause.

(End of Section)

SECTION I
CONTRACT CLAUSES

- I.1. 3452.202-1
DEFINITIONS (AUG 1987)
(Reference)
- I.2. 3452.208-70
PRINTING (AUG 1987)
(Reference)
- I.3. 3452.227-70
PUBLICATION AND PUBLICITY (AUG 1987)
(Reference)
- I.4. 3452.227-71
PAPERWORK REDUCTION ACT (AUG 1987)
(Reference)
- I.5. 3452.227-72
ADVERTISING OF AWARDS (AUG 1987)
(Reference)
- I.6. 3452.242-71
NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987)
(Reference)
- I.7. 3452.242-72
WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)
(Reference)
- I.8. 3452.242-73
ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH
(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)

I.17. 52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409)

I.18. 52.215-2
AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
(Reference)

I.19. 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.20. 52.215-17
WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(Reference)

I.21. 52.219-8
UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)
(Reference)

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

I.22. 52.222-3
CONVICT LABOR (AUG 1996)
(Reference 22.202)

I.23. 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.24. 52.222-26
EQUAL OPPORTUNITY (FEB 1999)
(Reference)

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

SECTION I
CONTRACT CLAUSES

- I.25. 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.26. 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.27. 52.222-37
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(JAN 1999)
(Reference)

- I.28. 52.223-2
CLEAN AIR AND WATER (APR 1984)
(Reference 23.105)

- I.29. 52.223-14
TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
(Reference 23.907)

- I.30. 52.225-11
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
(Reference)

- I.31. 52.227-1
AUTHORIZATION AND CONSENT (JUL 1995)
(Reference 27.201-2)

- I.32. 52.227-2
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(AUG 1996)
(Reference 27.202-2)

- I.33. 52.227-14
RIGHTS IN DATA--GENERAL (JUN 1987)
(Reference 27.409)

- I.34. 52.227-14 I
RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE I (JUN 1987)
(Reference 27.409)

- I.35. 52.227-14 II
RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE II (JUN 1987)
(Reference 27.409)

- I.36. 52.227-14 V
RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE V (JUN 1987)

SECTION I
CONTRACT CLAUSES

- (Reference 27.409)
- I.37. 52.229-3
FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
(Reference 29.401-3)
- I.38. 52.232-7
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 1997)
(Reference 32.111)
- I.39. 52.232-17
INTEREST (JUNE 1996)
(Reference 32.617)
- I.40. 52.232-23
ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)
- I.41. 52.232-25
PROMPT PAYMENT (JUN 1997)
(Reference)
- I.42. 52.233-1 I
DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)
(Reference)
- I.43. 52.233-3
PROTEST AFTER AWARD (AUG 1996)
(Reference 33.106)
- I.44. 52.237-3
CONTINUITY OF SERVICES (JAN 1991)
(Reference)
- I.45. 52.242-13
BANKRUPTCY (JUL 1995)
(Reference 42.903)
- I.46. 52.242-15
STOP-WORK ORDER (AUG 1989)
(Reference 42.1305)
- I.47. 52.243-3
CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)
(Reference 43.205)
- I.48. 52.244-5
COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference)
- I.49. 52.245-5
GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (JAN 1986)
(Reference 45.106)

SECTION I
CONTRACT CLAUSES

I.50. 52.246-6
INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)
(Reference 46.306)

I.51. 52.246-16
RESPONSIBILITY FOR SUPPLIES (APR 1984)
(Reference 46.316)

I.52. 52.246-25
LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)

(The following clause shall apply if designated.)

I.53. 52.247-29
F.O.B. ORIGIN (JUN 1988)
(Reference 47.303-1)

(The following clause shall apply if designated.)

I.54. 52.247-34
F.O.B. DESTINATION (NOV 1991)
(Reference 47.303-6)

I.55. 52.247-63
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
(Reference 47.405)

I.56. 52.248-1
VALUE ENGINEERING (MAR 1989)
(Reference 48.201)

I.57. 52.248-1 III
VALUE ENGINEERING (MAR 1989)--ALTERNATE III (APR 1984)
(Reference 48.201)

I.58. 52.249-4
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
(APR 1984)
(Reference 49.502)

I.59. 52.249-8
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)

I.60. 52.253-1
COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53-111)

I.61. 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.

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CONTRACT CLAUSES

I.62. 52.252-2
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)
(End of Section)

SECTION J
LIST OF ATTACHMENTS

J.1. 309-1a

- LIST OF ATTACHMENTS (APRIL 1984)
- Attachment A--Statement of Work
- Attachment B--Pricing Schedule
- Attachment C--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 12/01/98

Check Appropriate Column

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

FEDERAL INFORMATION PROCESSING STANDARDS (FIPS)

X				FIPS 4-2, Representation for Calendar Date to facilitate interchange of data among information systems. This standard adopts American National Standard ANSI X3.30-1997: Representation of Date for Information Interchange(revision of ANSI X3.30-1985 (R1991)).
X				FIPS 5-2, Codes for the Identification of the States, District of Columbia, and the Outlying Areas of the United States, and Associated Areas
	X			FIPS 6-4, Counties and Equivalent

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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
X	-----	-----	FIPS 95-1, Codes for the Identification

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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
X		FIPS 151-2, Portable Operating System

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			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 Duples 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 Error Corrections
X			

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LIST OF ATTACHMENTS

-----	-----	-----	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 Government Information Locator Service (GILS)

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X			FIPS 192-1 (a) & (b), Application 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 Controller

SECTION J
LIST OF ATTACHMENTS

X

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

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1. 310-1

REPRESENTATION AUTHORITY (MARCH 1985)

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

(Name of Offeror) _____
(RFP No.)

(Signature of _____
(Date)
Authorized Individual)

(TYPED NAME OF AUTHORIZED INDIVIDUAL)

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

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

K.2. 310-10

GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

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

(A) Contractor's Name: _____

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

(C) Telephone Number: _____

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

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

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

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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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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.

(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, /_____ 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 8741

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

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

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

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

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

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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)

SECTION K
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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:

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

(End of provision)

(End of Section)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. 307-1

ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

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

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

L.2. 311-1a

TYPE OF CONTRACT (MAY 1997)

The Government contemplates award of a indefinite quantity performance based with incentives and deductions on task orders type contract with work authorized by fixed price and/or time and materials/labor hour task orders.

L.3. 311-5

FORMS CLEARANCE PROCESS (MARCH 1986)

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

L.4. 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:

Jeff Halsted
U.S. Department of Education
Contracts & Purchasing Operations
ROB-3, Room 3616
7th & D Streets, S.W.
Washington, D.C. 20202

FAX: 202/708-9817

E-Mail: Jeff_C._Halsted@ed.gov

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ED will accept clarification questions until three weeks after issue date of this solicitation. 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.5. 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.6. 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

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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.7. 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.8. 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

John Politte

U.S. Dept. of Education

7th & D Streets SW

Room 3616 ROB-3

Washington, D.C. 20202-4447

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

(End of provision)

L.9 General Instructions

If an offeror wants to compete for the contract described in Sections A through J and also Attachment A, Statement of Work, of this Request for Proposal (RFP) they must submit a proposal which consists of the following: (1) an offer (2) specified pricing information and (3) a contractor qualification statement and references, which consist of personnel and past performance. If the offeror meets all of the requirements in Section M.2 they must also participate in an interview with our source selection evaluation board. We will consider how well the offeror complied with these instructions to be indicative of what we could expect from you during contract performance. Please contact the Contracting Officer by telephone, email or in writing if you do not understand any part of these instructions.

You must submit an original and five copies of your proposal to:

U.S. Department of Education

Support Services Group

GSA Building, Room 3616 (Mail Stop 4443)

7th & D Streets, S.W.

Washington, D.C. 20202

Hand carried proposals must be delivered by entering through the "D" Street entrance of the building and stopping at the Guard's Desk. Offerors are directed to call the Support Services

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Group (SSG) at 708-8493 (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 SSG where the proposal will be officially received. Offerors shall 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. 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 questions on the OCFO Web Site, call Gary Weaver at 202/401-0083.

L.10. Proposal Instructions

1. Offer - Offers must consist of the following:

Offers must consist of the following:

- a) Standard Form 33 "Solicitation, Offer, and Award with blocks 12 through 18 completed by offeror.
- b) Attachment B - Pricing Schedule with offeror's proposed prices inserted in the appropriate spaces. The pricing schedule must be fully completed. The volumes indicated in the Schedule are for evaluation purposes only and are estimates of level of efforts required for work under the contract. Offerors shall multiply the estimated hours by the loaded labor rates and multiply the labor-exclusive direct cost estimate by their proposed materials handling overhead.
- c) RFP Section K "Representations, Certifications and Other Statements of Offerors" completed fully by the offeror.
- d) Clauses B.7, G.3 and H.6 need to be completed.
- e) Individual's name and number to contact regarding offeror's proposal.

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

2. Pricing Information

The offeror(s) pricing information must contain the following information.

- a. 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.
- b. 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.

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

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

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

c. 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 CONTRACTOR QUALIFICATION STATEMENTS.

d. The offeror must complete and fill out the pricing schedule (Attachment B) as stated in the instructions for the offer above. Each offeror shall provide supporting cost and pricing data for each unit and loaded rate shown in the pricing schedule for the base period and all option periods. Offerors shall submit detailed worksheets showing the derivation of each unit price and loaded rate. These worksheets should include the breakdown of all direct costs, indirect costs and fee. It should be noted that each task order awarded will contain incentives and the fee used in the loaded rate should reflect a partnership between the Government and the offeror.

e. Copy of Indirect Rate Agreement

3) Contractor Qualification Statement and References

Offeror(s) must submit the following:

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.

b. The offeror must provide the general background, experience and qualifications of the

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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 Contracting Officer's Technical Representative and Contracting/Grants Officer

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

1. 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:

- a. Identification
 - 1. Name of the contracting activity
 - 2. Program title or product name
 - 3. Contract number
 - 4. Contract type
 - 5. Period of performance, including all option periods
 - 6. Contract Value:
 - (1) Initial projected total contract amount including all option periods
 - (2) Final or current projected total contract amount including all option periods
 - 7. 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)

- b. Work performed and relevance
 - 1. Brief synopsis of work performed
 - 2. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
 - 3. Brief, specific examples of the offeror's high quality performance

- c. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.

- d. Paragraph 5. below requires you to send a copy of the "Contractor Information Form" to each of your references.
In your past performance report, include:
 - 1. The date you sent the "Contractor Information Form" to each reference.
 - 2. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
 - 3. To whom you sent it including telephone and fax number and e-mail address (if known).

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2. 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.

3. 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.

4. 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 QS9000, 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. The offeror may describe how the award relates to one or more of the subfactors.

5. 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 the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.

6. 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.11 Oral Interview

After the submission of proposals, if your offer receives a score of "pass" and the price are reasonable per Part 15.1, the Government Estimate and market research (see M.2 Evaluation Factors for Award), representatives of your firm must participate in a two hour interview with the Government's source selection team. The sole purpose of the interview is to test offeror representative's knowledge of the requirements of the prospective contract. The interview will not constitute a part of your offer, and the information communicated thereby will not become a part of any contract resulting from this RFP. The interview will not constitute discussions or serve to solicit or entertain any revisions to your offer. If the Government decides to conduct discussions we will not debrief offerors on their interview.

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The Contracting Officer will schedule offerors interview and will notify them of the date, time, and location of the interview after receipt of offers. The Contracting Officer will begin scheduling interviews approximately seven days after the closing date for receipt of offers although interviews may not begin until a later date. The Contracting Officer will provide offerors with additional instructions for the interview when they are notified. The interview will be conducted at a Government facility. The Government reserves the right to reschedule any offeror's interview at the discretion of the Contracting Officer.

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

1. Introduction -- Introduce themselves and any non-participating observer(s), then briefly describe the organization and history of your firm and its principal products and services. They will have 15 minutes for this purpose.
2. Question and Answer Session -- Answer questions from the team about the difficulties and risks you expect to encounter during the performance of the contract described in this RFP and how you would manage those difficulties and risks. The team will ask questions for approximately one and one-half hours. However, we reserve the right to ask questions for a longer period if the team thinks it useful to do so.
3. Conclusion -- Summarize the offeror's qualifications to perform the contract work. The offeror will have 15 minutes for this purpose.

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

No other officers, employees, consultants, agents or other representatives may take an active role during the interview. Offerors may send two observers, if they wish.

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

L.12 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION

(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

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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 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;

(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

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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 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

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that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **7599; 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 without discussions. However, the Government reserves the right to conduct discussions and to permit offerors to revise their proposals if it is in the Government's interest.

(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 team 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 non-price rating of the successful offeror;

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

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

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

(End of Section)

SECTION M
EVALUATION FACTORS FOR AWARD

M.1. 52.217-5

EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

M.2 EVALUATION FACTORS FOR AWARD

The Government will award the contract to the offeror who represents the best value to the Government on the basis of (1) the merits of its offer, (2) its relative capability and (3) the Government's level of confidence in the offeror as explained below. All evaluation factors other than price when combined, are significantly more important than price.

1. Merits of the Offer. The Government will determine the merits of each offer on the basis of (1) its acceptability and (2) its proposed price.

(a) Acceptability -- The Government will determine the acceptability of each offeror on a pass or fail basis. An offer will be considered acceptable when it manifests the offeror's assent, without exception or imposition of condition, to the terms and conditions of this Request for Proposal (RFP), including attachments and documents incorporated by reference. Offeror(s) are warned that if you take exception to any of the terms and conditions of the RFP, impose additional conditions or omit material information required by this RFP, then your offer will be considered to be unacceptable. The Government reserves the right to change the terms and conditions of this RFP by amendment at any time prior to the source selection decision.

(b) Price -- We will evaluate the proposed price of each acceptable offer for reasonableness in accordance with FAR Subpart 15.4.

If an offeror 1) receives a "fail" score on the acceptability of the offer and/or 2) the proposed price is not reasonable per FAR Subpart 15.4 and compared to the Government's Estimate and Market Research the Government will not continue to evaluate the proposal.

2. Capability of the Offeror -- The Government will evaluate an offerors capability on the basis of (a) an offerors relevant experience (b) an offerors past performance (c) your understanding of the Government's requirements, (d) personnel qualifications and (e) your compliance with these instructions. The Government will use their findings with regard to those factors to develop a Level of Confidence Assessment rate (LOCAR See M.3 below)

(b) Past Performance -- Past performance is a measure of the degree to which you have satisfied your customers in the past, and complied with Federal, State and local laws and regulations. The Government's assessment of your past performance will be subjective and based mainly on your reputation with your customers and others. The Government will use the information submitted and the Contractor Performance Information Form that will also be submitted by customers per Clause L.10 C. When assessing your past performance the Government may contact other sources of in-

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formation, including but not limited to, the following: Federal, state and local Government agencies, better business bureaus, published media and electronic data bases. 25pts

- (c) Understanding the Government's Requirements -- The Government will evaluate your understanding of our requirements on the basis of your representatives interview with the Government's source selection team. 25pts
- (c) Personnel qualifications -- The Government will evaluate the qualifications of the personnel of the personnel that will be assigned to this contract, if awarded. 25pts
- (d) Organizational Experience. Experience is the opportunity to learn by doing. Your experience is relevant when you have been confronted with the kinds of challenges that will confront you under the contract contemplated by this RFP. The Government will assess your relevant experience on the basis of its breadth and its depth. 20 pts
- (e) Compliance with Instructions -- The Government will consider how well you complied with the instructions of this RFP. The Government will consider any significant failure to comply with the instructions in this RFP to be suggestive of what we could expect from you during contract performance. 5pts.

M.3 LEVEL OF CONFIDENCE ASSESSMENT RATING (LOCAR)

The Government will use their assessment of your capability to develop a LOCAR. The LOCAR will reflect the Government's subjective assessment of the likelihood that you will keep your promises to comply with the terms and conditions of the RFP. The Government's LOCAR will be an important consideration in the source selection decision.

The LOCAR method has been used by other Government agencies. If you would like to learn how other agencies have used the LOCAR method, read the General Accounting Office's protest decision in the matter of: Moore Medical Corp., Comptroller General Decision B-261758, Oct. 26, 1995. That decision is available on the World Wide Web via the Government Printing Office's website, which may be found at: <<http://www.gpo.gov>>. Our specific implementation of the LOCAR method may differ from the method used by the agency in that case.

M.4 SOURCE SELECTION DECISION

In order to select the winning offeror, the Government will rank the competing offerors from best to worst by making a series of paired comparisons among them, trading off the differences in the nonprice factors against the difference in price between the members of each pair, as follows:

- a) If one offeror is better in terms of the nonprice factors and has the lower price, then we will consider that offeror to be the better value.
- b) If one offeror is better in terms of the nonprice factors but has the higher price, then we will decide whether the differences in the nonprice factors are worth the difference in price. If we consider the differences in the nonprice factors to be worth the difference in price then we will consider the offeror with the higher price to be the better value. If not, then we will consider the offeror with the lower price to be the better value.

The Government will continue to make paired comparisons in this way until we have decided which offeror is the best value.

SECTION M
EVALUATION FACTORS FOR AWARD

(End of Section)