SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: ED-08-R-0014

6. SOLICITATION ISSUE DATE: JAN 22, 2008

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Dega Hussen, dega.hussen@ed.gov
b. TELEPHONE NUMBER *(No collect calls)* 202-377-3383

8. OFFER DUE DATE/ LOCAL TIME: MAR 07, 2008 3:00 PM ET

9. ISSUED BY — CODE FSA-FS1

United States Department of Education
Federal Student Aid
Business Support Group, 830 First St NE - Suite 91F3
Washington DC 20202

10. THIS ACQUISITON IS
☐ UNRESTRICTED OR ☑ SET ASIDE: 100 % FOR:
☑ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

NAICS: 541519
SIZE STANDARD: 23.000.000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☑ RFP

15. DELIVER TO — CODE FSA-FS1

United States Department of Education
Federal Student Aid
Business Support Group, 830 First St NE - Suite 91F3

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☑ ARE ☐ ARE NOT ATTACHED
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 5 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Independent Verification & Validation (IV&V)	1.00	SE	NTE	NTE
0002	Program Quality Assurance and Enterprise Quality Management	1.00	SE	NTE	NTE
0003	Program and Project Management	1.00	SE	NTE	NTE
0004	Acquisition Management	1.00	SE	NTE	NTE
0005	Investment Management	1.00	SE	NTE	NTE

I. SF 1449 Continuation Page

A. Line Item Descriptions are listed below in descending order from highest to lowest, based upon anticipated contract value.

1. Independent Verification & Validation (IV&V) - The contractor shall provide support services including: requirements review, technical solution reviews, architecture reviews, detailed design reviews, test plan reviews, test case review, testing output review, documentation review, implementation plan review, process improvement, quality management, and security controls assessments and reviews (physical, management and technical).

2. Program Quality Assurance and Enterprise Quality Management - The contractor shall provide support services for all activities from design, development, production, installation, servicing and documentation. The contractor shall also provide post-implementation review (PIR) services, which is an assessment and review of the completed working solution. PIR services will be performed after a period of live running, some time after the project is completed, in order to ascertain the degree of success from the project, in particular, the extent to which it met its objectives, delivered planned levels of benefit, and addressed the specific requirements as originally defined; to examine the efficacy of all elements of the working business solution to see if further improvements can be made to optimize the benefit delivered; and to learn lessons from this project, lessons which can be used by the team members and by the organization to improve future project work and solutions.

3. Program and Project Management - The contractor shall provide organizational assessments and development support services. Examples include: workforce planning, alignment, and development, change management, PMO governance and procedures, and process development and improvement. In addition, the contractor shall provide program and/or project planning services. Examples include: project integration planning (Scope, Schedule, and Cost Baselines), scope planning and management, resource analysis, planning, and management, schedule development, management and analysis, risk planning, analysis and management, quality planning and management, and performance planning. Finally, the contractor shall provide services to support project control, monitoring, and closeout services. Examples include: earned value management, project change control, project remediation, and process improvement.

4. Acquisition Management - The contractor shall provide support services for strategic acquisition planning and management support services. Examples include: acquisition documentation preparation, market research and cost/price analysis, strategic sourcing, and process improvement.

5. Investment Management - The contractor shall provide support services for enterprise-wide portfolio planning. Examples include: cost estimating, cost/benefit analysis, net present value analysis, alternative analysis, and Office of Management & Budget (OMB) Exhibit 300 Preparation & Evaluation. In addition, the contractor shall provide support services for enterprise-wide portfolio management to include portfolio control and operational analysis.

B. Required Labor Categories & Descriptions

Budget Analyst, Jr.
Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Requires a bachelor's degree and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report to an executive or a manager. A wide degree of creativity and latitude is expected.

B. Required Labor Categories & Description (continued)

Budget Analyst, Sr.
Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Requires a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals.
Business Systems Analyst
Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs. May require a bachelor's degree in a related area and 4-6 years of experience in the field or in a related area. Familiar with relational database concepts, and client-server concepts.
Contracting Specialist
Well versed in new acquisition reforms and streamlining techniques as well as both commercial and government best practices and lessons learned. Experience performing in senior capacities in one or more of the acquisition life-cycle disciplines (e.g., mission, business, and IRM planning; program management; technical; procurement; source selection; and contract management). Typically has held positions as GS-11 or equivalent and is comfortable with interacting on a daily basis with customers' senior management and decision-makers. Familiar with federal acquisition regulations, policies, concepts, practices, and procedures.
Cost Analyst, Jr.
Provides cost analysis results to assist senior management in decision-making or other financial initiatives. Performs variance analysis between actual and standard costs. Monitors, analyzes and reports on inventory valuation, production and various other costs. Provides productivity analysis. Requires a bachelor's degree in area of specialty and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures.
Cost Analyst, Sr.
Provides cost analysis results to assist senior management in decision-making or other financial initiatives. Performs variance analysis between actual and standard costs. Monitors, analyzes and reports on inventory valuation, production and various other costs. Provides productivity analysis. Requires a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures.
Documentation Specialist, Jr.
Responsible for preparation of technical publications & documentation. May require a bachelor's degree in area of specialty and 1-3 years of related experience Gathers technical information, prepares written text & coordinates layout & manual organization. Writes individualized copy of analytical, interpretive, documentary or promotional literature. Directs the work of lower level writers & works closely with the editors and illustrators. Provides consistent & uniform written descriptions of computer-generated reports in accordance with established documentation procedures. Continually monitors system changes to ascertain the effects on system documentation.
Documentation Specialist, Sr./Technical Writer
Prepares and/or maintains documentation pertaining to programming, systems operation and user documentation. Translates business specifications into user documentation. Plans, writes, and maintains systems and user support documentation efforts, including online help screen. May require an associate's degree in a related area and 5 or more years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job.

B. Required Labor Categories & Description (continued)

Earned Value Management Analyst
Responsible for application of specific and well defined earned value methodologies to system/application development and operations projects. Responsible for development and maintenance of Earned Value Management Systems (EVMS). Knowledgeable and experienced with ANSI Standard-748 Earned Value Management Systems (EVMS) and National Defense Industry Accounting (NDIA) EVM Standards. Requires a bachelor's degree with at least 3-5 years of related experience.
Financial Analyst, Jr.
Compiles and analyzes financial information for an organization. Develops integrated revenue/expense analyses, projections, reports, and presentations. Creates and analyzes monthly, quarterly, and annual reports and ensures financial information has been recorded accurately. Identifies trends and developments in competitive environments and presents findings to senior management. Performs financial forecasting and reconciliation of internal accounts. Requires a bachelor's degree and 4-5 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures.
Financial Analyst, Sr.
Compiles and analyzes financial information for an organization. Develops integrated revenue/expense analyses, projections, reports, and presentations. Creates and analyzes monthly, quarterly, and annual reports and ensures financial information has been recorded accurately. Identifies trends and developments in competitive environments and presents findings to senior management. Performs financial forecasting and reconciliation of internal accounts. Requires a bachelor's degree in accounting or finance and may be expected to have an advanced degree in a related area with at least 7 years of related experience. Familiar with a variety of the field's concepts, practices, and procedures.
Investment Analyst
Responsible for analyzing federal government investment activities. Evaluates federal government investment projects and objectives. Reports on investment opportunities and recommends investments. Must be experienced with OMB's directives, policies, and procedures with regard to federal planning, budgeting, acquisition, and management of capital assets. Familiar with standard federal investment management concepts, practices, and procedures. Requires a bachelor's degree and at least 2 years of experience in the field or in a related area.
Program Manager/Director
Directs program team responsible for the development, implementation, and troubleshooting of enterprise applications, systems, and/or processes. Generates timelines, estimates costs, and ensures projects meet the needs of the organization. Oversees the operations of a team of project managers, business technology consultants, and implementation specialists who interface with the stakeholders. Requires a bachelor's degree in area of specialty and at least 15 years of experience in the field or in a related area. Requires a Project Management Professional (PMP) certification.
Project Manager
Manages all activities related to project planning, initiation, implementation, and monitoring with emphasis on IT projects. Ensures that all project goals are accomplished according to specifications and business objectives. Requires a bachelor's degree in area of specialty and at least 8 years of experience in the field or in a related area. Requires a Project Management Professional (PMP) certification.
Risk Analyst, Jr.
Performs risk analysis studies in order to maintain maximum protection of and value from an organization's assets/investments. Requires a bachelor's degree and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures.
Risk Analyst, Sr.
Performs risk analysis studies in order to maintain maximum protection of and value from an organization's assets/investments. Requires a bachelor's degree in area of specialty and 8-10 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures.

B. Required Labor Categories & Description (continued)

Software Quality Assurance, Jr.
Develops, publishes, and implements test plans. Writes and maintains test automation. Develops quality assurance standards. Defines and tracks quality assurance metrics such as defect densities and open defect counts. Requires a bachelor's degree and 2-4 years of experience coding in C, C++, Java. Must have a working knowledge of quality assurance methodologies. Familiar with NT, UNIX and/or Solaris environments.
Software Quality Assurance, Sr.
Develops, publishes, and implements test plans. Writes and maintains test automation. Develops quality assurance standards. Defines and tracks quality assurance metrics such as defect densities and open defect counts. Requires a bachelor's degree and at least 5 years of experience coding in C, C++, Java. Must have a working knowledge of quality assurance methodologies. Familiar with NT, UNIX and/or Solaris environments. Relies on experience and judgment to plan and accomplish goals.
Systems/Application Security Analyst
Analyzes information security systems and applications and recommends and develops security measures to protect information against unauthorized modification or loss. Requires a bachelor's degree with at least 5 years of experience in the field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals.
System/Application/Network Engineer
Requires competence in all phases of systems/applications analysis techniques, concepts and methods. Responsible for the analysis, specification, development, integration and acquisition of open systems for information processing applications, installation and maintenance of all computer hardware platforms and associated software; development, installation and maintenance of proprietary software to enhance systems capabilities. May require a bachelor's degree and at least 5 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures.

C. Pricing Schedule

The pricing schedule may be modified to include additional labor categories; however, each Offeror must provide labor category description as well as fixed labor hour pricing for the labor categories listed below for contract price and evaluation purposes.

The Burdened Hourly Rate columns below should reflect the same amounts indicated in the Discount Rate columns under Level of Effort Workbook Template (Attachment C). It there are discrepancies between burdened hourly rates and those stated on the worksheet, the rates on the Pricing Schedule would prevail.

The Pricing Schedule and applicable periods of performance are as follows (in descending order of importance):

CLIN	Description	Burdened Hourly Rate (Base)	Burdened Hourly Rate (Option 1)	Burdened Hourly Rate (Option 2)	Burdened Hourly Rate (Option 3)	Burdened Hourly Rate (Option 4)
0001	**Independent Verification & Validation (IV&V)**					
0001A	Business Systems Analyst					
0001B	Documentation Specialist, Jr.					
0001C	Documentation Specialist, Sr.					
0001D	Project Manager					
0001E	Risk Analyst, Jr.					
0001F	Risk Analyst, Sr.					
0001G	Sys/App Security Analyst					
0001J	Sys/App/Network Engineer					

C. Pricing Schedule (continued)

CLIN	Description	Burdened Hourly Rate (Base)	Burdened Hourly Rate (Option 1)	Burdened Hourly Rate (Option 2)	Burdened Hourly Rate (Option 3)	Burdened Hourly Rate (Option 4)
0002	**Program Quality Assurance and Enterprise Quality Management**					
0002A	Business Systems Analyst					
0002B	Documentation Specialist, Jr.					
0002C	Documentation Specialist, Sr.					
0002D	Program Manager/Director					
0002E	Project Manager					
0002F	SW Quality Assurance, Jr.					
0002G	SW Quality Assurance, Sr.					
0002H	Sys/App/Network Engineer					
0003	**Program/Project Management**					
0003A	Business Systems Analyst					
0003B	Cost Analyst, Jr.					
0003C	Cost Analyst, Sr.					
0003D	Documentation Specialist, Jr.					
0003E	Documentation Specialist, Sr.					
0003F	EV Management Analyst					
0003G	Investment Analyst					
0003H	Program Manager/Director					
0003I	Project Manager					
0003J	Risk Analyst, Jr.					
0003K	Risk Analyst, Sr.					
0004	**Acquisition Management**					
0004A	Business Systems Analyst					
0004B	Contracting Specialist					
0004C	Cost Analyst, Jr.					
0004D	Cost Analyst, Sr.					
0004E	Project Manager					
0005	**Investment Management**					
0005A	Budget Analyst, Jr.					
0005B	Budget Analyst, Sr.					
0005C	Business Systems Analyst					
0005D	Cost Analyst, Jr.					
0005E	Cost Analyst, Sr.					
0005F	Financial Analyst, Jr.					
0005G	Financial Analyst, Sr.					
0005H	Investment Analyst					
0005I	Risk Analyst, Jr.					
0005J	Risk Analyst, Sr.					

Minimum guaranteed amount for the contract term is $1,000.

[END OF SECTION]

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I)

A. 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 address: http://www.acqnet.gov/far/.

FAR Clause	Title	Date
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Sept 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contractor Registration	July 2006
52.204-9	Personal Identity Verification of Contractor Personnel	Sept 2007
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sept 2006
52.216-22	Indefinite Quantity	Oct 1995
52.217-8	Option to Extend Services	Nov 1999
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-14	Rights in Data—General	June 1987
52.227-17	Rights in Data—Special Works	June 1987
52.227-19	Commercial Computer Software—Restricted Rights	June 1987
52.227-23	Rights to Proposal Data (Technical)	June 1987
52.232-17	Interest	June 1996
52.232-18	Availability of Funds	Apr 1984
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.242-13	Bankruptcy	July 1995
52.242-15	Stop-Work Order	Aug 1989
52.243-1	Changes—Fixed Price ALT I (Apr 1984)	Aug 1987
52.243-3	Changes—Time-and-Materials or Labor-Hours	Sept 2000
52.244-2	Subcontracts	June 2007
52.245-1	Government Property	June 2007
52.245-9	Use and Charges	June 2007
52.247-34	F.O.B. Destination	Nov 1991
52.253-1	Computer Generated Forms	Jan 1991

B. 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award to the Expiration of the contract, if all options are exercised.

(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.

C. 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor—

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

(1) Any order for a single item in excess of $500,000;
(2) Any order for a combination of items in excess of $25,000,0000; or
(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

D. 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 clause.

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

E. 52.219-28 Post-Award Small Business Program Rerepresentation (JUNE 2007)

(a) *Definitions*. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern 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 (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts—
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it (___) is, (___) is not a small business concern under **NAICS Code 541519, Other Computer Related Services**, assigned to contract number ED-08-AG-xxxx.

_____ _____

Signature Date

_____

Name and Title

[*Contractor to sign and date and insert authorized signer's name and title*].

F. EDAR 3452.208-70 Printing (AUG 1987)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the reproduction of less than 5,000 production units of any one page, or less than 25,000 production units in the aggregate of multiple pages, shall not be deemed to be printing. A production unit is defined as one sheet, size 8 1/2 by 11 inches, and one side and color only.

G. EDAR 3452.227-71 Paperwork Reduction Act (AUG 1987)

(a) The Paperwork Reduction Act of 1980 (Pub. L. 96-511) applies to contractors that collect information for use or disclosure by the Federal Government.

If the contractor will collect information requiring answers to identical questions from 10 or more people then no plan, questionnaire, interview guide, or other similar device for collecting information may be used without first obtaining clearance from the Deputy Under Secretary for Management (DUSM) or his/her delegate within the Department of Education (ED) and the Office of Management and Budget (OMB). Contractors and Contracting Officers' Technical Representatives shall be guided by the provisions of 5 CFR Part 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the Department's Paperwork Clearance Officer to determine the procedures for acquiring DUSM and OMB clearance.

(b) The contractor shall obtain the required DUSM and OMB clearance through the Contracting Officer's Technical Representative before expending any funds or making public contacts for the collection of information described in (a) above. The authority to expend funds and proceed with the collection shall be in writing by the Contracting Officer. The contractor must plan at least 120 days for DUSM and OMB clearance. Excessive delay caused by the Government, which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the Excusable Delays or Default/Cause clause of this contract.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

H. EDAR 3452.227-72 Advertising of Awards (AUG 1987)

The contractor agrees not to refer to awards issued by the Department of Education in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed by the Federal Government or is necessarily considered by the Government to be superior to other products or services.

I. EDAR 3452.242-71 Notice to the Government of Delays (AUG 1987)

Whenever the contractor has knowledge that any actual or potential situation, including but not limited to labor disputes, is delaying or threatens to delay the timely performance of work under this contract, the contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

J. EDAR 3452.242-73 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (AUG 1987)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

K. FSA 24-1 Release of Information Under the Freedom of Information Act (DEC 2005)

(a) By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to:
   (1) Unit Prices including labor rates;
   (2) Statements of Work/Performance Work Statement generated by the contractor;
   (3) Performance requirements, including incentives, performance standards, quality levels and service level agreements;
   (4) Reports, deliverables and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);
   (4) Reports, deliverables and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);
   (5) Any and all information, data, software and related documentation first provided under the contract;
   (6) Proposals or portions or proposals incorporated by reference; and
   (7) Other terms and conditions.

L. FSA 27-1 Labeling of Documents (JUNE 2007)

The Contractor shall not label any data produced in performance of this contract in a way that would restrict the Government's right to use or release the information. If applicable, the Contractor shall include a legend that identifies sensitive data that should not be released for security reasons. Under FAR clause 52.227-14, Rights in Data-General (or 52.227-15, -16, -17) clause, this data may be used for any purpose the Government deems appropriate. Deliverables shall not contain vendor-specific logos, mottos, watermarks, or holograms.

The Contractor shall not use, particularly for proposals, U.S. Government logos, such as the U.S. Department of Education seal.

M. FSA 27-2 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (DEC 2006)

(a) For contracts under which data are to be produced, furnished, or acquired, the terms “limited rights” and “restricted rights” are defined in the Rights in Data clause(s) of this contract.
(b) Proprietary data, technical data or computer software provided to the Contractor as Government Furnished Information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

(1) *Proprietary data with legends that serve to restrict disclosure or use of data*. The Contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party who owns the data, release or disclose such data or software to any person.

(2) *GFI marked with limited or restricted rights legends.* The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(3) *GFI marked with specially negotiated license rights legends.* The Contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the Use and Non-Disclosure Agreement. The Contractor shall modify paragraph (1)(c) of the Use and Non-Disclosure Agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(b) Indemnification and creation of third party beneficiary rights.

(1) The Contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software.

The Contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data or computer software subject to restrictive legends.

N. FSA 27-3 Use and Non-Disclosure Agreement (DEC 2006)

(a) Except as provided in paragraph (b) of this clause, proprietary data, technical data or computer software delivered to the Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the Use and Non-Disclosure Agreement at paragraph (c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the Use and Non-Disclosure Agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data or computer software subject to special license rights, modify paragraph (1)(d) of the Use and Non-Disclosure Agreement to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display or disclosure of the data or software.

(b) The requirement for Use and Non-Disclosure Agreement does not apply to Government contractors which require access to a third party's data or software for the performance of a Government contract that contains the clause, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(c) The prescribed Use and Non-Disclosure Agreement is located at Attachment D.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

O. FSA 32-1 Invoice Procedures (AUG 2007)

The Contractor must submit a physical invoice via either mail, fax or e-mail for this contract in order to be paid for products and/or services rendered. Federal Student Aid's "designated billing office" is:

US Department of Education
Union Center Plaza
Federal Student Aid Administration
830 First Street, NE - Suite 54B1
Washington, D.C. 20202-0001
E-mail: InvoiceAdmin@ed.gov
Fax: 202-275-3477

The Contractor shall also simultaneously submit copies of the invoice to the Contracting Officer and one to the Contracting Officer's Representative (COR). The CO and COR should receive copies via the same means as the invoice sent to the "designated billing office".

When submitting an invoice via mail, the Contractor shall submit the original invoice AND two copies of the invoice. At a minimum the following items must be addressed in order for the invoice to be considered "proper" for payment:

(1) Name and Address of the Contractor.
(2) Invoice Number and Invoice Date (Date invoices as close as possible to the date of mailing or transmission). The date and actual submission must occur after receipt, inspection and acceptance of the supplies or services.
(3) The Contract number, contract line item, and if applicable, the order number must be included on the invoice and be correct.
(4) Description, quantity, unit of measure, unit price, and extended price of the item delivered must agree with the contract or order.
(5) Terms of any prompt payment discount offered.
(6) Name, title, and phone number of persons to be notified in event of defective invoice.
(7) The period of time covered by the invoice must include the first and last day of the period.
(8) Totals must be supported by subtotals and subtotals should be supported by detail, (i.e. documentation for categories of labor, hours performed, unit prices) and deliverables provided.

If required by this contract or order, receipts must be provided to support documentation of "other direct costs" (ODCs) or materials.

P. ED 307-13 Department Security Requirements (JUNE 2006)

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in:

A. The Statement of Work/Performance Work Statement/Statement of Objectives of this contract;
B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a);
C. The U. S. Department of Education Handbook for Information Assurance Security Policy, OCIO-01 (March 2006); and
D. The U.S. Department of Education Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings."

The Contractor may request copies of the above referenced documents by contacting the designated Task Order Contract Specialist via e-mail. All contractor employee positions are considered high risk under this contract.

All contractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more, in accordance with Departmental Directive OM: 5-101, "Contractor Employee Personnel Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

The contractor shall:

- Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States.
- Ensure that no employees are assigned to High Risk designated positions prior to a completed preliminary screening.
- Submit all required personnel security forms to the Contracting Officer's Representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete.
- Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the Contracting Officer or his or her representative, the Department Personnel Security Officer, and the Computer Security Officer.
- Ensure that all contractor employees occupying High Risk designated positions submit forms for reinvestigation every five (5) years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more.
- Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information.
- Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust.
- Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination.
- Officially notify each contractor employee if he or she will no longer work on a Department contract.
- Abide by the requirements in Departmental Directive OM: 5-101, "Contractor Employee Personnel Screenings."

Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM: 5-101, "Contractor Employee Personnel Screenings."

Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default (non-commercial) or for cause (commercial).

Q. ED 307-17 Conflicts of Interest (AUG 2007)

(a) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

(1) Unequal access to information – a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

(2) Biased ground rules – a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

(3) Impaired objectivity – a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(i) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(ii) Significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or

(iii) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee or consultant agrees that if “impaired objectivity, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default/cause, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, § 1001 and fines of up to $5000 for violation of Title 31, U.S. Code, § 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. For example, such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

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

R. Additional Terms and Conditions

1. FAIR OPPORTUNITY PROCESS

A TO RFP number will be assigned to each task order requirement. Unless one of the exceptions at FAR Part 16.505(b)(2) applies, the TO CO will issue the TO RFP. The issuance of the TO RFP satisfies the requirement for a fair opportunity to be considered. Each Contractor shall evaluate the opportunity and determine whether or not to submit a proposal.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

The announcement will include, at a minimum, the following information:

(a) TO RFP Number;
(b) Date of Announcement;
(c) Type of Service;
(d) Statement of Objectives (SOO) or Statement of Work (SOW) or Performance Work Statement (PWS);
(e) Contract Type;
(f) Government-Furnished Property (GFP);
(g) Government-Furnished Information (GFI);
(h) Incumbent Contractor, if any;
(i) TO CO (Name, Phone Number, email) and Contract Specialist; and Proposal submission E-mail Address/Mailing Address; and Proposal Due Date (local Washington, D.C. time).

2. FAIR OPPORTUNITY EXCEPTION

(a) In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR Part 16.505(b), the CO will provide all awardees a "fair opportunity" to be considered for each order in excess of $3,000, unless one of the conditions below applies:
   - The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays.
   - Only one awardee is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized.
   - The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order.
   - It is necessary to place an order to satisfy a minimum guarantee.
   - It is known that a contractor has an unacceptable conflict of interest.
   - The Government reserves the right to compete any TO as a Small Business set-aside.

(b) In accordance with FAR Part 16.5, when an exception to the fair opportunity exists, the task order will be processed as sole source procurement, including a sole source justification.

The regulation delegates to the Contracting Officer the responsibility of determining what procedures should be used to provide each of the multiple awardees a fair opportunity for consideration. The award of task orders will be made based on past performance of earlier orders under the contract or other past performance information obtained by the CO, cost/price and/or other unique factors designated for each task order. The Contracting Officer may tailor the selection process for a specific task order to reflect the requirements and environment of the proposed task order.

Notwithstanding the above provisions, as stated in the 1998 Amendments to the Higher Education Act of 1965, P.L. 105-244, Federal Student Aid is designated a Performance-Based Organization (PBO) and as such the Federal Student Aid Contracting Officer may use the PBO as authority in competing Task Orders for the procurement of property or services required by Federal Student Aid. Only Federal Student Aid shall use this authority.

3. CONTRACT ADMINISTRATION

The Contracting Officer is the only person authorized to approve any changes in the scope of work of this contract. The authority remains solely with the Contracting Officer. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made WITHOUT authority and NO adjustment will be made in the contract price to cover any INCREASE incurred as a result thereof.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

4. GOVERNMENT POINTS OF CONTACT

The following describes the roles and responsibility of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at anytime.

The primary mailing address is constant except for suite numbers.

U.S. Department of Education
Federal Student Aid
Acquisition Group
Union Center Plaza
830 First Street, NE Suite 91F2
Washington, DC 20202-5405

Task Order Contracting Officer (TO CO) - To Be Determined (TBD)

The Contracting Officer has the overall responsibility for the administration of this contract and Task Orders. The CO, without right of delegation, is the only individual authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. The CO may delegate certain specific responsibilities to its authorized representative - the Contracting Officer's Representative (COR).

The CO is responsible for overall administration and the final closeout of the contract, and when necessary, shall:

The TO CO shall be responsible for:

(a) Ensuring that task orders are within the scope of the contract;
(b) Serving as liaison between the Contractor and the Department;
(c) Administering and final closeout of task orders;
(c) Performing inspection and acceptance or rejection of the equipment/services provided by the Contractor;
(d) Making payment, withholds, or partial payment of Contract User invoices; and
(a) Issue the CO's final decision and handle all contract-level contractual disputes under the Contract Disputes Act; and
(e) Place all contract modifications against the Contract.

Unless otherwise delegated, only the Task Order Contracting Office (TO CO), has oversight of the contract as a whole.

Contracting Officer's Representative (COR) - TBD

The COR is responsible for the technical aspects of the contract, acting as the technical liaison with the Contractor and any other responsibilities that are specified in the contract. These responsibilities include:

(a) Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives;
(b) Interpreting the statement of work and any other technical performance requirements;
(c) Performing technical evaluation as required;
(d) Performing technical inspections required by this contract;
(e) Assisting in the resolution of technical problems encountered during performance; and
(f) Inspecting all deliverables, including reports and recommending acceptance or rejection to the CO.

The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. The COR does **NOT** have the authority to act as an agent of the Government under this contract. Any Contractor requests for changes shall be submitted in writing directly to the CO with a copy to the COR. No such changes shall be made without the written authorization of the CO.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

ONLY the CO has authority to direct or negotiate any changes in the statement of work; modify or extend the period of performance, change the delivery schedule, authorize reimbursement to the Contractor any costs incurred during the performance of this contract or otherwise change any terms and conditions of this contract or accept/reject deliverables.

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

A Task Order COR, who will be designated in the Task Order award document, shall manage each Task Order.

Program Manager (PM) - TBD

The PM provides technical and programmatic direction to the Contractor. Technical and Programmatic Direction includes:

(a) Directions to the Contractor, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.
(b) Provision of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.
(c) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

Technical direction must be within the general scope of work stated in the contract or task order. The Government's program manager does not have the authority to and may not issue any technical directions which:

(a) Constitutes an assignment of additional work outside the general scope of work of the contract.
(b) Constitutes a change as defined in the contract clause entitled "Changes–Fixed Price ALT I" or "Changes—Time-and-Materials or Labor-Hours."
(c) In any manner causes an increase or decrease in the total estimated contract cost, fixed-price, or the time required for contract performance.
(d) Changes any of the expressed terms, conditions, or specifications of the contract.

All technical direction shall be issued in writing by the Government's PM/GTL or shall be confirmed by him/her in writing within 5 working days after issuance. The Contractor shall proceed promptly with the performance of technical direction duly issued by the Government PM/GTL in the manner prescribed by this article and within his/her authority under the provisions of this article.

If, in the opinion of the Contractor, any instruction or direction issued by the Government PM is within one of the categories as defined above, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after the receipt of any such instruction or direction and shall request the CO to modify the contract, accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this contract. The Contractor shall thereupon proceed immediately with the instructions or direction or upon the contract action to be taken with respect thereto and shall be subject to the provision of the contract clause entitled "Disputes."

The PM does not have authority to act as agent of the Government under this contract. Only the CO has authority to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to the Contractor any costs incurred during the performance of this contract or otherwise change any terms and conditions of this contract.

The Government at any time may change the PM, but the CO in writing will provide notification of the change, including the name and address of the successor PM, to the Contractor.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

5. KEY PERSONNEL
There is no need to identify Key Personnel for the contract. However, subsequent Task Orders may designate Key Personnel in the performance of specific task requirements.

6. SUBSTITUTION OF TASK ORDER KEY PERSONNEL
(a) The Contractor shall notify the designated task order Contracting Officer and Contracting Officer's Representative (TO CO & COR), prior to making any changes in Key Personnel, depending if the changes are at the contract level or at the TO level. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced. All proposed substitutes should have qualifications equal to or higher than the qualifications of the person to be replaced. The Contractor shall notify the TO CO in writing of any proposed substitution at least thirty calendar days, in advance of the proposed substitution.
(b) Such notification shall include:
(1) An explanation of the circumstances necessitating the substitution;
(2) A complete résumé of the proposed substitute; and
(3) Any other information requested by the TO CO to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
(c) The TO CO will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within 15 calendar days by the Contractor.

7. SHIPPING, MARKING, AND DELIVERABLES
The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(a) Ship deliverable items to either: the location identified in the individual Task Order, or, if no delivery location is provided, to: United States Department of Education Federal Student Aid, Union Center Plaza, 830 First Street NE, Washington, DC 20202.

8. REVIEW OF DELIVERABLES
Unless otherwise stated in an individual Task Order:
(a) The Government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) business days from receipt of the initial deliverable by the Government.
(b) Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to address and incorporate the Government's comments or change requests, and to resubmit the deliverable in its final form.
(c) If thirty (30) business days after the receipt of final deliverable the Government does not respond with a written notice on its disposition, said deliverable shall be deemed as being acceptable and the Contractor may proceed with the submission of the invoice.

9. ORDERING PERIOD
The work and services hereunder shall be completed as follows:
- Base Period shall be two (2) years.
- Authorized by the Government's right to unilaterally exercise the following option periods, each for two (2) years. (Note: Actual dates will be included at contract award and inserted into the table.)

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

Period of Performance	Start Date	End date
Base Period	IDIQ Issuance Date	24th month of performance *(From Issuance Date)*
Option Period 1	25th month of performance	48th month of performance
Option Period 2	49th month of performance	72nd month of performance
Option Period 3	73rd month of performance	96th month of performance
Option Period 4	97th month of performance	120th month of performance

10. ORDERING
    (a) The Government will order any supplies and services to be furnished under this contract by issuing Task Orders on Standard Form 30 or any other appropriate form in accordance with FAR Part 52.216-18 during the ordering period. All Warranted COs of the Department of Education may issue and award Task Orders against this contract vehicle.
    (b) The TO CO will be responsible for the issuance, administration, payment, and closeout of the TO.

11. TASK ORDER (TO) PROCESS
    The Contractor's services shall be obtained on an as-needed basis (i.e., through the issuance of Task Orders). The Contractor shall perform the required effort for these services, within the United States, throughout the term of this contract. Issued TOs will identify the services required; provide specific technical details (including the schedule for all deliverables and the identification of any applicable Government-Furnished Property (GFP), Government-Furnished Information (GFI) and/or Government furnished workspace.

    A Task Order Request for Proposal/Request for Quotation (TO RFP/RFQ) solicitation number will be assigned to each Task Order requirement. Unless one of the exceptions at FAR Part 16.505(b) applies, the TO CO will issue the TO RFP/RFQ. The issuance of the TO RFP/RFQ satisfies the requirement for a fair opportunity to be considered. Each Contractor shall evaluate the opportunity and determine whether or not to submit an offer. The announcement will include, at a minimum, the following information:
    (a) Task Order RFP/RFQ Number;
    (b) Date of Announcement;
    (c) Type of Service;
    (d) Statement of Objectives, Statement of Work or Performance Work Statement;
    (e) Contract Type;
    (f) Government-Furnished Property (GFP);
    (g) Government-Furnished Information (GFI);
    (h) Incumbent Contractor, if any;
    (i) TO CO (Name, Phone Number, email) and Contract Specialist; and
    (j) Proposal submission E-mail Address/Mailing Address; and Proposal Due Date at Time.

12. EVALUATION OF TASK ORDER PROPOSALS
    (a) Proposals will be evaluated in accordance with the selection criteria set forth in the TO RFP/RFQ. The Government's award decision will be based upon the selection criteria that addresses past performance, technical/management approach and price/cost. Among other sources, evaluation of past performance will be based on past performance assessments provided by TO CORs on individual TOs performed throughout the life of the contract. In addition to past performance, technical/management approach and price/cost, individual task order selection criteria may include other factor(s) relevant to the particular requirement. The order of importance for the factors will be identified in each individual request for proposal. If necessary, during the evaluation of proposals, the Government may contact a Contractor with questions concerning its proposal. Upon completion of evaluations, the CO will issue a Task Order to the Contractor whose proposal is most advantageous to the Government.

(b) After completion of the evaluation, discussions, if any, and best-value analysis, the TO CO/TO COR shall prepare a complete award recommendation package to document the selection process and to serve as evidence that the fair opportunity to be considered rule was applied, unless an exception was taken under FAR Part 16.505(b)(2). At a minimum, it shall include:
  (1) A statement indicating whether announcement of the task order requirement was made to all Contractors eligible for receiving an award for the task requirement or if an exception to the a fair opportunity to be considered rule was cited (cite the exception);
  (2) The selection criteria/methodology used to evaluate the competing Contractors;
  (3) The results of the evaluation; and
  (4) The rationale for the recommendation of the task order awardee, including a summary of any negotiations conducted, cost/price analysis and best-value analysis.

(c) In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the TO CO, the TO CO reserves the right to withdraw and cancel the proposed task. In such event, the Contractor shall be notified in writing of the TO CO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

13. TASK ORDER ISSUANCE

(a) TOs may be issued by e-mail, postal, overnight or hand-delivered mail or facsimile using a Standard Form 30 or other appropriate form. In addition to any other data that may be called for in the contract, the following information shall be specified in each order:
  (1) Effective date of the order;
  (2) Task Order number;
  (3) Contract number;
  (4) The COR name;
  (5) Period of performance;
  (6) The Statement of Objectives/Performance Work Statement/Statement of Work;
  (7) Place of performance;
  (8) List of Government furnished material, if applicable; and
  (9) Task Order pricing arrangement including accounting and appropriation data.

(b) Fixed Price task orders shall include the total fixed price, schedule of deliverables and payment schedule. Fixed labor hour task orders shall include the total not-to-exceed amount, estimated hours of labor-by-labor classification and authorized dollar amounts for labor.

(c) The Contractor's acceptance of each task order shall be either by signature or by commencement of work called for therein. If the Contractor finds any task order unacceptable for any reason, it shall contact the TO CO within 24 hours after receipt of such task order.

(d) 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.

(e) If at any time during the performance of a fixed labor hour 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 immediately notify the TO CO, giving a revised estimate of the total price for performing the task and giving supporting reasons and documentation. If fewer hours are required, only the hours actually worked shall be invoiced.

The Contractor is not authorized at any time to commence TO performance prior to issuance of a fully funded and signed TO or other written approval provided by the TO CO to begin work.

14. TASK ORDER CONTRAINTS

The following list provides examples of the possible constraints of this solicitation and any resultant Task Order awards:

a) An Offeror who receives an award to provide Independent Verification and Validation services for Program ABC may be precluded from providing any other services under this contract (Investment Management, Program and Project Management, Acquisition Management, or Program Quality Assurance) in regards to Program ABC.

b) An Offeror who receives an award to provide Program and Project Management services for Program XYZ may be precluded from providing any other services under this contract (Investment Management, Independent Verification and Validation, Acquisition Management, or Program Quality Assurance) in regards to Program XYZ.

15. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Interim, annual, and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. At the discretion of the CO, interim evaluations may be conducted. Annual evaluations shall be prepared to coincide with the anniversary date of the contract.

A copy of all evaluations should be provided to the Contractor as soon as practicable after completion of the annual and final evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to the Deputy Director, Office of Acquisition and Grants Management, whose decision will be final.

Copies of the evaluation, contractor responses, and review comments, if any, will be retained as part of the contract file, and will be used to support future award decisions.

Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: https://cpscontractor.nih.gov.

To register, simply logon and click on the "Register Here" link. This site provides instructions on how to register and offers computer-based training for contractors through the "CPS Contractor On-Line Training" hyperlink. There is no fee for registration or use of this system. Electronic evaluations are available to registered contractors for review 30 days from the date the evaluation is sent.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

16. COMPREHENSIVE CONTRACT REPORT

On an annual basis, the Contractor shall submit a comprehensive and accurate report listing all active contracts/task orders that it currently has within Department of Education and/or Federal Student Aid regardless of against which vehicle it was awarded. The report shall include, at a minimum, the following information for each contract/order:

(a) Contract/order number;
(b) Brief Description of the work being performed;
(c) Issuing office name and address;
(d) Contact information for the issuing Contracting Officer;
(e) Contact information for the associated COTR (if any);
(f) Overall dollar value; and
(g) Period of performance, including base and option periods.

The report shall be submitted to the address identified in Section R, Number 2, above.

17. ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY

(a) The Contractor shall request written authorization from the CO 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:
   (1) A brief statement of function;

(2) Manufacturer and manufacturer's brand name, model or part number; and
(3) Contractor and its proposed price;

(b) Management of government property in the possession of the Contractor shall be in accordance with FAR Part 45.

(c) The contractor shall complete a physical inventory of all Government property at contract and task order completion and the results, including any discrepancies, shall be reported to the CO. The Contractor shall provide an annual report of government property in accordance with FAR Part 45. The reports are to be received by the CO no later than November 30 of each year.

(d) In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

(e) The contractor shall update all property records to show disposal action. The contractor shall notify the CO, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

18. GOVERNMENT PROPERTY, INFORMATION, WORKSPACE

The Government may provide the items listed below as necessary for the Contractor to fulfill the tasks described in TO statements of work/statements of objectives/performance work statements.

(a) Government Furnished Property (GFP). The Government may provide hardware and/or software requiring technical analysis, evaluation, verification, or study in support of a specific task. Such GFP will be specified in individual TOs. GFP provided to the Contractor in support of individual TOs shall be tracked through applicable procedures provided by the TO CO in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking purposes with the Contract Number, Task Order Number, Serial Number and other information as required by the TO CO. The Government does not intend to provide hardware/software equipment required to accomplish day-to-day work requirements in support of the overall contract-level effort. All GFP shall be returned to the Government at the completion of each TO unless otherwise specified.

(b) Government Furnished Information (GFI). The Government may provide information (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) in support of a specific task. Such GFI will be specified in individual TOs.

(c) Government-Furnished Workspace. Such Government Furnished workspace will be specified in individual TOs.

19. USE OF GOVERNMENT DATA (REPORTS/FILES/COMPUTER TAPES OR DISCS)

(a) Any data given to the Contractor by the Government shall be used only for the performance of the contract unless the CO specifically permits another use in writing. Should the CO permit the Contractor the use of Government-supplied data for a purpose other than solely for performance of this contract and, if such use could result in a commercially viable product, the CO and the Contractor must negotiate a financial benefit to the Government. This benefit should most often be in the form of a reduction in the price of the contract; however, the CO may negotiate any other benefits he/she determines is adequate compensation for the use of these data.

(b) Upon the request of the CO, or the expiration date of this contract, whichever shall come first, the Contractor shall return or destroy all data given to the Contractor by the Government. However, the CO may direct that the Contractor retain the data for a specific period of time, which period shall be subject to agreement by the Contractor. Whether the data are to be returned, retained, or destroyed shall be the decision of the CO with the exception that the Contractor may refuse to retain the data.
The Contractor shall retain no data, copies of data, or parts thereof, in any form, when the CO directs that the data be returned or destroyed. If the data are to be destroyed, the Contractor shall directly furnish evidence of such destruction in a form the CO shall determine is adequate.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

20. DATA TO BE DELIVERED
    (a) Any working papers, interim reports, data given by the government or first produced by the Contractor under the contract or collected or otherwise obtained by the Contractor under the contract, or results obtained or developed by the Contractor (subcontractor or consultants) pursuant to the fulfillment of this contract are to be delivered, documented, and formatted as directed by the CO at any time during performance of the IDIQ contract or Task Order(s).
    (b) In addition, information and/or data, which are held by the Contractor related to the operation of their business and/or institution and which are obtained without the use of Federal funds, shall be considered "PROPRIETARY DATA" and are not "subject data" to be delivered under this contract.

21. DISSEMINATION, PUBLICATION & DISTRIBUTION OF INFORMATION
    (a) Data and information either provided to the Contractor, or to any subcontractor or generated by activities under this contract or derived from research or studies supported by this contract shall be used only for the purposes of the contract. It shall not be duplicated, used or disclosed for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the contractor's right to use data or information obtained from a non-restrictive source. Any questions concerning "privileged information" shall be referred to the CO.
    (b) Some data or information may require special consideration with regard to the timing of its disclosure so that preliminary findings, which could create erroneous conclusions, are not stimulated. Also, some data or information, which relate to policy matters under consideration by the Government, may also require special consideration with regard to the timing of its disclosure so that the open and vigorous debate, within the government, of possible policy options is not damaged.
    (c) Any questions about use or release of the data or information or handling of material under this contract shall be referred to the CO who must render a written determination. The CO's determinations will reflect the results of internal coordination with appropriate program and legal officials.
    (d) Written advance notice of at least forty-five (45) days shall be provided to the CO of the Contractor's desire to release findings of studies or research or data or information described above. If the Contractor disagrees with the CO's determination, and if the Contractor and the CO cannot settle this disagreement in a mutually satisfactory manner, then the issue will be settled pursuant to the "Disputes" clause.
    (e) Any presentation of any report, statistical or analytical material based on information obtained from this contract shall be subject to review and approval by the PM before dissemination, publication, or distribution. Presentation includes, but is not limited to, papers, articles, professional publications, speeches, testimony or interviews with public print or broadcast media. This does not apply to information that would be available under the Federal Freedom of Information Act.
    (f) The PM review shall cover accuracy, content, manner of presentation of the information, and also the protection of the privacy of individuals. If the review finds that the Privacy Act is or may be violated, the release/use of the presentation shall be denied until the offending material is removed or until the CO makes a formal determination, in writing, that the privacy of individuals is not being violated.
    If the review shows that the accuracy, content, or manner of presentation is not correct or is inappropriate in the light of the purpose of the project, the PM shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the PM may insist that the presentation contain, in a manner of equal importance, materials, which show the government's problem with the presentation.
    (g) The Contractor agrees to acknowledge support by Federal Student Aid whenever reports of projects funding, in whole or in part, by this contract are published in any medium. The Contractor shall include in any publication resulting from work under this contract, an acknowledgement substantially, as follows:
    "The analyses upon which this publication is based were performed under Contract Number [_____], entitled, "[_____]," sponsored by the Office of Federal Student Aid, US Department of Education."

    The CO shall approve any deviation from the above legend, in writing.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

22. DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery.

The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the "Rights in Data" clause(s) of this contract.

23. OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

(a) The Government hereby provides notification that Government personnel observe the listed days as holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

(b) In addition to the days designated as holidays, the Government observes the following days: any other day designated by Federal Statute, any other day designated by Executive Order, and any other day designated by the President's Proclamation.

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(d) When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the TO CO or the TO COR.

(e) If Government personnel are furloughed, the Contractor shall contact the TO CO or the TO COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

(1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal workstation) shall continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

(f) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

24. INFORMATION TECHNOLOGY ACCESSIBILITY FOR PERSONS WITH DISABILITIES

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: www.Section508.gov.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

25. INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:

(i) If lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and

(ii) If provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the CO. Upon the CO's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The CO may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of personnel who are non-U.S. citizen after contract award shall also be reported to the CO.

(g) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(h) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COR will arrange, and complete any nondisclosure agreement furnished by Federal Student Aid.

(i) The contractor shall have access only to those areas of Federal Student Aid Organizational Element (OE) information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, Federal Student Aid will take appropriate actions with regard to the contract and the individual(s) involved.

(j) Contractor access to Federal Student Aid networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the Federal Student Aid OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

(k) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save Federal Student Aid harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(l) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of the Office of Security and Department's CIO or designee. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State.

(2) All required security forms specified by the government and any necessary background check must be satisfactorily completed.

(3) There must be a compelling reason for using this individual as opposed to a U.S. citizen.

(4) The waiver must be in the best interest of the Government.

[END OF SECTION]

III. 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (SEPT 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
__(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
__(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__(4) [Reserved]
X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__(ii) Alternate I (Oct 1995) of 52.219-6.
__(iii) Alternate II (Mar 2004) of 52.219-6.
__(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__(ii) Alternate I (Oct 1995) of 52.219-7.
__(iii) Alternate II (Mar 2004) of 52.219-7.
X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
__(8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2007) (15 U.S.C. 637(d)(4)).
__(ii) Alternate I (Oct 2001) of 52.219-9.
__(iii) Alternate II (Oct 2001) of 52.219-9.
X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
__(10) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
__(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
__(ii) Alternate I (June 2003) of 52.219-23.
__(12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 632(a)(2)).
X (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
__(17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
X (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
__(ii) Alternate I (Aug 2007) of 52.222-50.

III. 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (SEPT 2007) (continued)

__(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
__(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
__(26) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
__(27)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53, and 109-169).
__(ii) Alternate I (Jan 2004) of 52.225-3.
__(iii) Alternate II (Jan 2004) of 52.225-3.
__(28) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
X (29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.O.S, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__(30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Aug 2006) (42 U.S.C. 5150).
__(31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2006) (42 U.S.C. 5150).
__(32) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
__(33) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
X (34) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
__(35) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
__(36) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
X (37) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__(38)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [*Contracting Officer check as appropriate.*]
__(1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).
X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
__(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
__(5) 52.237-11, Accepting and Dispensing of $1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(1) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract.

III. 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (SEPT 2007) (continued)

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause
or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (Mar 2007) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq*.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7140(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[END OF SECTION]

IV. Addendum to FAR 52.212-1 and 52.212-2 – Instruction to Offerors and Evaluation – Commercial Items (SEPT 2006)

A. General

The Government is conducting this source selection in accordance with the streamlined evaluation of offers in FAR Part 12: Acquisition of Commercial Items. The contracts will be awarded through full and open competition as 100% Small Business set-aside under NAICS 541519 (Other Computer Related Services).

The Government may evaluate proposals and award contracts without discussions with the Offerors and will evaluate each offer on the basis of the Offeror's initial proposal. Therefore, the initial proposal should contain the Offerors' best terms from a technical and price standpoint. The Government reserves the right to conduct discussions and to permit Offerors to revise their proposals if the Contracting Officer determines them to be necessary.

B. Proposal Integrity

It is the Offeror's responsibility to provide current, complete, and accurate information in their proposal. The Offeror must be capable of performing ALL tasks/functions listed under the five (5) Scope of Services (Attachment B).

If in reviewing the proposal, the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used by the Contracting Officer as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for award.

Offerors are cautioned to examine this solicitation in its entirety and to ensure that their proposal contains all necessary information, provides all required documentation, and is complete in all respects.

D. Basis for Award

The Government intends to award multiple contracts to the Offerors whose proposals are determined by the Government to the best value, considering the evaluation factors set forth below.

E. Evaluation Factors

The evaluation factors are as follows:

1) Factor 1: Past Performance/Past Experience

The Government will evaluate three (3) past performance references (within the past three (3) years from the issuance date of solicitation) for each scope of services identified in Some Functions within Scope of Services (Attachment B). A maximum of fifteen (15) references will be evaluated.

INSTRUCTION TO OFFERORS:

1. Offerors and, if applicable, subcontractor shall complete the Client Reference Form (See Attachment A) for each client (government or non-government). The Offeror shall clearly describe relevant experience that demonstrates successful prior experience with previous or ongoing Government and/or non-Government contracts related to functions indicated in the scope of services.
2. Offerors and, if applicable, subcontractor shall utilize Duns & Bradstreet's Open Rating (http://www.openratings.com/) to solicit past performance references from these clients. Make sure to submit the email addresses of FSA's Contracting Officer and Contracting Specialist as recipients of these reports.

For the Offeror's review, Duns & Bradstreet's Frequently Asked Questions (Attachment E) including instructions on using their Open Rating service is incorporated in the List of Attachments.

The Government reserves the right to use other sources, such as the Past Performance Information Retrieval System (PPIRS) to evaluate past performance. Offeror's past performance will be evaluated for relevance and content of the information reported in PPIRS and in other sources. The Government may use present and/or past performance data obtained from a variety of sources, not just those contracts identified by the Offeror in its references.

IV. Addendum to FAR 52.212-1 and 52.212-2 – Instruction to Offerors and Evaluation – Commercial Items (SEPT 2006) (continued)

2) Factor 2: Corporate Capability

The Government will evaluate the quality of the Offeror's proposal as it pertains to corporate capability, qualifications, and resources necessary to meet the Government's requirements. The Government will evaluate its approach to identify, track, monitor, manage, and mitigate the risk associated with enterprise program/project management support services.

The Government will evaluate the Offeror's current quality business processes/certifications to be used in performing the functions outlined in the scope of services.

INSTRUCTION TO OFFERORS:

1. Offeror shall describe its management plan in sufficient detail. This plan should include, at a minimum the following:
   - Description of its organizational structure and governance indicating delineation of staff authorities and lines of responsibility;
   - Description of its methodology for recruitment, training, and retention of qualified staff;
   - Description of its risk identification and response strategy;
   - Description of its quality control policies, processes, and procedures;
   - Description of its approach to manage and coordinate subcontractor efforts (if applicable); &
   - Description of its business continuity plan:
   - Proof of organizational-level accreditation or certification such as ISO 9000 maintained by the International Organization for Standardization (IS), Capability Maturity Model Integration (CMMI), or other similar industry-recognized accreditation or certification.
2. Offeror shall describe its staffing plan, in particular those with the education and experience to perform successfully the functions outlined in the scope of services. This should include, at a minimum the following:
   - Percentage of its staff that have third party certification such as Project Management Institute's Project Management Professional (PMI PMP®), CSPM- Certified Project Manager (CSPM), Certified Information Security Manager (CISM), Certified Information Systems Auditor (CISA), Certified Information System Security Professional (CISSP), Certified Software Quality Engineer (CSQE), Certified Cost Estimator/Analyst (CCE/A), or other similar industry-recognized accreditation or certification.
   - Statement of Assurance that the offeror shall maintain this percentage throughout the contract term.

3) Factor 3A: Technical Capability

The Government will evaluate the Offeror's overall program management approach to assess its understanding of the scope and support required.

The Government will evaluate the Offeror's technical capability and approach in response to the requirements outlined in the sample task order.

INSTRUCTION TO OFFERORS:

1. Offeror shall describe its methodology and approach for performing the activities or achieving the objectives articulated in the sample task order. At a minimum, its proposal should:
   - Sufficiently demonstrate its understanding of the requirements through a detailed work breakdown structure and management approach;
   - Sufficiently demonstrate its ability to manage functions such as directing and managing critical issues, controlling price and schedule, and tracking and reporting on progress;
   - Sufficiently detailed staffing complement that describes the proposed team structure/ organization, roles and responsibilities by task activity, and qualifications of proposed staff including resumes for key personnel, if applicable.

IV. Addendum to FAR 52.212-1 and 52.212-2 – Instruction to Offerors and Evaluation – Commercial Items (SEPT 2006) (continued)

4) Factor 3B: Level of Effort/Resource Allocation
The Government will evaluate the Offeror's total level of effort (TLOE) for the sample task order including the price for base and option periods.

INSTRUCTION TO OFFERORS:
Offeror shall complete the Level of Effort Workbook Template provided by the Government (Attachment C) and transfer this information into the Price Schedule under Section C of the solicitation.

Past Performance/Past Experience is the most important evaluation factor. The remaining non-cost factors (corporate capability and technical capability), when combined, are equal in importance to cost factor (level of effort/resource allocation).

Award will be made to the offeror whose proposal represents the overall best value to the Government based on the response to the Sample Task Order requirement. The Government reserves the right to not make an award as a result of this RFQ if, upon evaluation, none of the proposals are deemed acceptable.

E. Request for Clarification

All clarification questions should be submitted via electronic mail to the Contracting Officer, Ms. Dega Hussen at Dega.Hussen@ed.gov and the Contract Specialist, Mr. Brad Bumgarner at Bradley.Bumgarner@ed.gov by 11:00am (Eastern Standard Time) on Wednesday, February 13, 2008.

F. Submission of Proposals

Each Offeror shall submit its proposal that address all Government requirements outlined in the solicitation. Offerors shall submit the proposal, with cover letter by no later than 3:00pm (Eastern Standard Time) on Friday, March 7, 2008.

Proposals shall be mailed to the address below. If the proposal is being hand-delivered courier or mailed, the Offeror shall call the Contracting Officer, Ms. Dega Hussen at 202-377-3383 or the Contract Specialist, Mr. Brad Bumgarner at 202-377-3487 at least two (2) working days prior to the due date.

Mailing address: U.S. Department of Education, Federal Student Aid
Attn: Acquisition Group, Room 91F2
830 First Street, NE
Washington, DC 20202

G. Late Submissions

Any proposal or modification/revision of an offer received at the designated government office after the deadline date and time is late and will not be considered, unless it is received before award is made and the Contracting Officer determines that accepting the late proposal would not unduly delay the acquisition.

H. Proposal Instruction and Format

To be considered, the Offeror must submit a complete response to this solicitation using the instructions provided. The proposal shall be divided into separate volumes and include the number of copies specified herein.

The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor categories, qualifications, subcontractors, etc., must be contained in the technical proposal so that the Offeror's understanding of the scope of services and sample task order' requirements can be evaluated.

IV. Addendum to FAR 52.212-1 and 52.212-2 – Instruction to Offerors and Evaluation – Commercial Items (SEPT 2006) (continued)

The business proposal shall be comprised of the following elements:

(a) Contract Form and Representation and Certifications
- The contract form (Standard Form 1449), the Pricing Schedule (Section C), and the Representations and Certifications. An official authorized to bind the Offeror must sign the SF 1449.

(b) Financial Documents
- Copies of audited financial statements for the most current and past two (2) accounting years or at a minimum, an accounting of revenue, expenses and net income for the most current and past two (2) years.

Each hard copy must be in separately bound volumes and labeled with the Offeror's name and address, solicitation number, volume number and title. For the electronic copy, all volumes should be zipped and sent to the Contracting Officer, Ms. Dega Hussen Dega.Hussen@ed.gov and the Contract Specialist, Mr. Bradley Bumgarner at Bradley.Bumgarner@ed.gov.

For both electronic and hard copy, the proposal shall be readable in MS Word 2000 or Adobe Acrobat 7.0 Professional except for the Pricing Volume which is in MS Excel 2000. Hard copies must be single-spaced on 8 ½ x 11-inch pages of 12-point font.

Offerors are hereby notified that the content of electronic copy of the proposal must be identical to the hard-copy proposal submitted in response to this solicitation. The Government is not responsible for identifying inconsistencies between these formats and may rely on either at its discretion.

Information should be confined to the appropriate volume to facilitate independent evaluation. The proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous narratives, elaborate brochures, uninformative "public relations" or "marketing" material and such, shall not be submitted.

All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable. Offerors shall place their name within the header or footer on each page along with the section number. Pages over the maximum page limitation for any volume will be excluded from evaluation. The page limits shall include any diagrams, figures, and table of contents or reference materials.

All proposal revisions shall be submitted as a complete electronic resubmission of the affected file. Electronic resubmissions shall conform to the guidance provided herein. Each revision (electronic page change) shall be identified by date and by revision number.

I. Period for Acceptance of Proposals

The Offeror agrees to hold firm the prices and labor rates in its proposal for 180 calendar days from the date specified for the receipt of offers.

J. Volume Structure

Offeror shall present all information relevant to the factors in the appropriate section as outlined below:

Volume & Section Number	Volume Title	Maximum Number of Pages	Number of Hard Copies
I.	Past Performance	30	5 copies
I.A.	Client Reference Information		
I.B.	Dun & Bradstreet Open Rating Client Satisfaction Survey (for those identified in Vol.1, Sec. B)		

IV. Addendum to FAR 52.212-1 and 52.212-2 – Instruction to Offerors and Evaluation – Commercial Items (SEPT 2006) (continued)

Volume & Section Number	Volume Title	Maximum Number of Pages	Number of Hard Copies
II	Technical Proposal	50	5 copies
II.A	Corporate Capability		
II.A.1	Management Plan		
II.A.2	Staffing Plan		
II.B	Technical Capability *(Responses to Sample task order)*		
II.B.1	Methodology & Approach		
II.B.2	Staffing Complement*		
III.	Total Level of Effort *(Responses to Sample task order)*	2	5 copies
IV.	Business Proposal**	15	5 copies
IV.A.	Contract Documents		
IV.B.	Financial Documents		

*Excluding copies of the offeror's key personnel resumes.
**Excluding the offeror's Online Representations and Certifications Application (ORCA) record and audited financial documents.

[END OF SECTION]

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions*. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-
   (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
   (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" 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 size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" 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.

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007) (continued)

"Women-owned small business concern" means a small business concern-

(1) That 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.

(b) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701*). (Not applicable if the Offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All Offerors must submit the information required in paragraphs (b)(3) through (b)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) *Taxpayer Identification Number (TIN*).

TIN: _____.

TIN has been applied for.

TIN is not required because: _____.

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *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 _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The Offeror represents as part of its offer that it (___) is, (___) is not a small business concern.

(2) *Veteran-owned small business concern*. [*Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The Offeror represents as part of its offer that it (___) is, (___) is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The Offeror represents as part of its offer that it (___) is, (___) is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [*Complete only if the Offeror represented itself as a small business concern in paragraph (c)(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.

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007) (continued)

(5) *Women-owned small business concern*. [*Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The Offeror represents that it (___) is, (___) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern*). [*Complete only if the Offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The Offeror represents that it (___) is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the Offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) [*Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).*] The Offeror represents as part of its offer that it (___) is, (___) is not an emerging small business.

(ii) [*Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).*] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(*Check one of the following*):

Number of Employees	Average Annual Gross Revenues
__ 50 or fewer	__ $1 million or less
__ 51-100	__ $1,000,001-$2 million
__ 101-250	__ $2,000,001-$3.5 million
__ 251-500	__ $3,500,001-$5 million
__ 501-750	__ $5,000,001-$10 million
__ 751-1,000	__ $10,000,001-$17 million
__ Over 1,000	__ Over $17 million

(9) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the Offeror desires a benefit based on its disadvantaged status*.]

(i) *General.* The Offeror represents that either-

(A) It (___) is, (___) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged

ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It (___) has, (___) has not 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.

(ii) (___) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) 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:*_____.]

(10) *HUBZone small business concern*. [*Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The Offeror represents, as part of its offer, that-

(i) It (___) is, (___) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It (___) is, (___) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture*: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246*-

(1) Previous contracts and compliance. The Offeror represents that-

(i) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It (___) has, (___) has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The Offeror represents that-

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352*). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007) (continued)

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007) (continued)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The Offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007) (continued)

unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals-

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

(2) (___) 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 Federal, state or local government 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

(3) (___) Are, (___) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor fo*r Listed End Products (Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b)*.]

(1) *Listed end products*.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(2) *Certification*. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block*.]

[ ] (i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (*Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.*) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (___) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (___) Outside the United States.

(k) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007) (continued)

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any*.
These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

[END OF SECTION]

VI. Addendum to FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)

A. 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.acqnet.gov/far/.

FAR Provision	Title	Date
52.203-2	Certificate of Independent Price Determination	Apr 1985
52.204-6	Data Universal Numbering System (DUNS) Number	Oct 2003
52.204-9	Personal Identity Verification of Contractor Personnel	Sept 2007
52.216-27	Single or Multiple Awards	Oct 1995
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition	Feb 2007
52.217-5	Evaluation of Options	July 1990
52.237-1	Site Visit	Apr 1984

B. 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of multiple indefinite delivery, indefinite quantity (IDIQ) contracts with ordering periods that include one (1) two-year Base Period and four (4) two-year Option Years. Specific tasks and/or work to be performed, will be detailed in, and solicited by, individual Task Orders (TO) issued under the applicable IDIQ contract. Completion of TO will be within one (1) year of the expiration of the current ordering period. Task Orders will be issued on firm fixed price or time and material/labor hour basis. (Please note: This is not a multi-year contract as defined in FAR Part 17.1.)

C. 52.233-2 Service of Protest (SEPT 2006)

(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:

Dega Hussen
Contracting Officer
Department of Education
Federal Student Aid, Acquisitions, Suite 91F2
830 First Street, NE
Washington, DC 20202-5405

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

D. EDAR 3452.209-70 Organizational Conflict Of Interest (OCT 1987)

The offeror certifies that it (___) is (___) is not aware of any potential organization conflict of interest that it may have under this procurement. If the offeror is aware of any potential conflict of interest, the offeror shall submit a disclosure statement fully describing the situation. An organizational conflict of interest is as defined and illustrated in FAR 9.5.

VI. Addendum to FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007) (continued)

E. ED 307-17a Conflict of Interest Certification

(a) The contractor, subcontractor, employee or consultant, by signing the form in this clause, certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

(1) Unequal access to information – a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

(2) Biased ground rules – a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

(3) Impaired objectivity – a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property or services; or
- Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential 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/cause, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to $5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government.

VI. Addendum to FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007) (continued)

The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. For example, such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

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

Conflict of Interest Certification

The Offeror, _____, hereby certifies that, to the best of their knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. _____ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

Offeror's Name _____

RFP/Contract No. _____

Signature _____

Title _____

Date _____

[END OF SECTION]

LIST OF ATTACHMENTS

ATTACHMENT NUMBER	ATTACHMENT TITLE/NAME
A	Client Reference Form
B	Some Functions within the Scope of Services
C	Level of Effort Workbook Template - EDSS SA-5 and SA-6
D	Non-Disclosure Agreement
E	D&B Past Performance Evaluation Frequently Asked Questions (FAQ'S)
F	Acquisition Background and Sample Task Order Requirements
G	US Department of Education, FlexiPlace Work Agreement

ATTACHMENT A – CLIENT REFERENCE FORM

CLIENT REFERENCE FORM Solicitation RFQ #ED-08-R-0014	
Enterprise Program & Project Management Support Services	
Client Agency/Company Name:	**Contracting Agency:** United States Department of Education Office of Federal Student Aid 830 First Street, NE, Room 91F2 Washington, DC 20202 **Contracting Agency Point of Contacts** (Name, Phone, & Email Address)**:** Dega Hussen, Contracting Officer, 202-377-3383, Dega.Hussen@ed.gov Bradley Bumgarner, Senior Contracting Specialist, 202-377-3487 Bradley.Bumgarner@ed.gov
Client Agency/Company Point of Contact (Name, Phone, & Email Address): _____	
Prime Contractor's Name Number: _____	
Contract Number: _____	
Type Of Contract: _____	
Period Of Performance:_____	
Original Contract Value: $_____	
Maximum Contract Value: $_____	
Total Value of Modifications (excluding options): $_____	
Percentage of Work Directly Performed by Prime Contractor: _____%	
Name of Subcontractor/Teaming Partner (if applicable):	
Percentage of Work Directly Performed by Subcontractor/Teaming Partner: _____%	
Detailed Description Of Work Performance The Contractors Was Directly Responsible For:	
Descriptions of How This Past Performance Reference Relates To Each CLIN for FSA's Enterprise Program & Project Management Support Services (Scope of Services) include scope, size, and complexity:	
Description of Contract Performance Metrics and Whether Metrics Were Achieved: *(Note whether the offeror received any cure or show-cause letters and, if so, how related problems were overcome or resolved.)*	

ATTACHMENT B - SOME FUNCTIONS WITHIN THE SCOPE OF SERVICES

Independent Verification and Validation (IV&V)	
	Risk Analysis/Security Risk Analysis
	Verify Entrance / Exit Criteria form (LCM)
	Product & Process Assessment Activities
	Monitor Systems Development and Test
	Independent Testing
	Metrics Analysis
	Special Studies
	Periodic Reviews
	In Process Reviews (IPR's)
	Anomaly and Proposed Change Evaluation
	Optional IV&V Tasks
	Test Readiness Review support
	Security Reviews and Analysis
	Security Controls Analysis
	Security Policy and Procedures Analysis
	Security Certification and Accreditation Support (C&A)
	Security Test and Evaluation support (ST&E)
Program Quality Assurance & Enterprise Quality Management	
	Quality Planning & Surveillance
	Post-Implementation Review (PIR) assessments
	Enterprise Quality Management analysis
	Production Readiness Review (PRR) analysis
	Lessons Learned Capture and assessments
	Enterprise Standards analysis and assessments
Program and Project Management	
	Organizational Assessments & Development
	Workforce Planning, Alignment, & Training
	Change Management
	Governance & Procedures
	Process Development & Improvement
	Project Planning and Management
	Project Integration Planning
	Scope Planning and Management
	Resource Analysis, Planning and Management
	Schedule Development, Management and Analysis
	Risk Planning, Analysis and Management
	Communications Planning and Management
	Performance Planning
	Project Control & Monitoring Activities
	Earned Value Management
	Project Change Control
	Project Remediation
	Process Improvement

ATTACHMENT B - SOME FUNCTIONS WITHIN THE SCOPE OF SERVICES (CONTINUED)

Program and Project Management (continued)	
	Project Closeout Activities
	Audits and Evaluations
	Performance Analysis
	Knowledge Management
Acquisition Management	
	Strategic Acquisition Planning & Management
	Acquisition Documentation Preparation & Analysis
	Research & Analytical Support
	Commoditization & Market Data Analysis
	Cost & Pricing Analysis
	Supplier/Vendor/Contractor Relationship Management
Investment Management	
	Portfolio Planning
	Project Selection & Planning Phase
	Cost Estimating
	Cost/Benefit Analysis
	Net Present Value Analysis
	Alternatives Analysis
	OMB Exhibit 300 Preparation & Evaluation
	Portfolio Management, Control, & Operational Analysis

ATTACHMENT C – LEVEL OF EFFORT WORKBOOK TEMPLATE – EDSS SA-5 AND SA-6

(Enter Prime Contractor Company Name)
(Enter Sub Contractor Company Name)

Column 1	Column 2	Column 3				Column 4				Column 5			
Offeror's Labor Category Title	Prime or Team Member	Base Period				Option 1				Option 2			
		Hours	Rate	Discount %	Discounted Rate	Hours	Rate	Discount %	Discounted Rate	Hours	Rate	Discount %	Discounted Rate
CLIN 0001: INDEPENDENT VERIFICATION & VALIDATION (IV&V) SUPPORT													
Deliverables: 4.A: Independent Verification and Validation (IV&V) Plan & Document Review Process 4.B: IV&V Document Review Comments 4.C: Analysis Documents as required such as Memorandum of Record (MOR), Compliance Reviews, etc. 4.D: Analysis of Requirements Verification Matrix (RVM) 4.E: Lessons Learned Report using the Lessons Learned Template in IV&V Handbook													
0001A:Bus Sys Analyst					$0.00				$0.00				$0.00
0001B:Doc Specialist, Jr.					$0.00				$0.00				$0.00
0001C:Doc Specialist, Sr.					$0.00				$0.00				$0.00
0001D:Project Manager					$0.00				$0.00				$0.00
0001E:Risk Analyst, Jr.					$0.00				$0.00				$0.00
0001F:Risk Analyst, Sr.					$0.00				$0.00				$0.00
0001G:Sys/App Security Analyst					$0.00				$0.00				$0.00
0001J:Sys/App/Network Engineer					$0.00				$0.00				$0.00
CLIN 0002: PROGRAM QUALITY ASSURANCE SUPPORT													
Deliverables: 5.A: Methodology for Establishing Enterprise-Wide Quality Assurance Program Metrics 5.B: Methodology for Establishing Enterprise-Wide Quality Management Processes													
0002A:Bus Sys Analyst					$0.00				$0.00				$0.00
0002B:Doc Specialist, Jr.					$0.00				$0.00				$0.00
0002C:Doc Specialist, Sr.					$0.00				$0.00				$0.00
0002D:Program Manager					$0.00				$0.00				$0.00
0002E:SW QA, Jr.					$0.00				$0.00				$0.00
0002F:SW QA, Sr.					$0.00				$0.00				$0.00
0002G:Sys/App/Net Engineer					$0.00				$0.00				$0.00

ATTACHMENT C – LEVEL OF EFFORT WORKBOOK TEMPLATE – EDSS SA-5 AND SA-6 (CONTINUED)

Column 1	Column 2	Column 3				Column 4				Column 5			
Offeror's Labor Category Title	Prime or Team Member	Base Period				Option 1				Option 2			
		Hours	Rate	Discount %	Discounted Rate	Hours	Rate	Discount %	Discounted Rate	Hours	Rate	Discount %	Discounted Rate
CLIN 0003: PROGRAM & PROJECT MANAGEMENT SUPPORT													
Deliverables: 3.A: Preliminary Work Breakdown Structure (Level 2) 3.B: Methodology for Monitoring EVM compliance 3.C.: Project Management Plan 3.D.: Risk Management Plan													
0003A:Bus Sys Analyst					$0.00				$0.00				$0.00
0003B:Cost Analyst, Jr.					$0.00				$0.00				$0.00
0003C:Cost Analyst, Sr.					$0.00				$0.00				$0.00
0003D:Doc Specialist, Jr.					$0.00				$0.00				$0.00
0003E:Doc Specialist, Sr.					$0.00				$0.00				$0.00
0003F:EVM Analyst					$0.00				$0.00				$0.00
0003G::Project Manager					$0.00				$0.00				$0.00
0003H:Risk Analyst, Jr.					$0.00				$0.00				$0.00
0003I:Risk Analyst, Sr.					$0.00				$0.00				$0.00
CLIN 0004:ACQUISITION MANAGEMENT SUPPORT													
Deliverables: 2.A: Market Research Results (IT System Integrators with experience in automating paper processes and systems) 2.B.: Acquisition and Source Selection Plans													
0004A:Business Systems Analyst					$0.00				$0.00				$0.00
0004B:Contracting Specialist					$0.00				$0.00				$0.00
0004C:Cost Analyst, Jr.					$0.00				$0.00				$0.00
0004D:Cost Analyst, Sr.					$0.00				$0.00				$0.00
0004E:Project Manager					$0.00				$0.00				$0.00

ATTACHMENT C – LEVEL OF EFFORT WORKBOOK TEMPLATE – EDSS SA-5 AND SA-6 (CONTINUED)

Column 1	Column 2	Column 3				Column 4				Column 5			
Offeror's Labor Category Title	Prime or Team Member	Base Period				Option 1				Option 2			
		Hours	Rate	Discount %	Discounted Rate	Hours	Rate	Discount %	Discounted Rate	Hours	Rate	Discount %	Discounted Rate
CLIN 0005: INVESTMENT MANAGEMENT SUPPORT													
Deliverables: 1.A: OMB 300 Exhibit 1.B:Independent Cost Estimate													
0005A:Budget Analyst, Jr.					$0.00				$0.00				$0.00
0005B:Budget Analyst, Sr.					$0.00				$0.00				$0.00
0005C:Bus Sys Analyst					$0.00				$0.00				$0.00
0005D:Cost Analyst, Jr.					$0.00				$0.00				$0.00
0005E:Cost Analyst, Sr.					$0.00				$0.00				$0.00
0005F:Financial Analyst, Jr.					$0.00				$0.00				$0.00
0005G:Financial Analyst, Sr.					$0.00				$0.00				$0.00
0005H:Investment Analyst					$0.00				$0.00				$0.00
0005I:Risk Analyst, Jr.					$0.00				$0.00				$0.00
0005J:Risk Analyst, Sr.					$0.00				$0.00				$0.00

Notes:

1. The offeror (prime) shall enter the name of their company. In Cell A3, enter the name of subcontractor/teaming partner if applicable.
2. In Column 1, the offeror (prime) shall provide all required Labor Categories (including team members) necessary to meet the requirements in the PWS. Additionally, the offeror shall provide labor category descriptions in their Pricing Volume.
3. In Column 2, identify if the Labor Category is from the Prime or a Team Member. If Prime put "Prime", if from a Team Member, list the Company Name.
4. In Columns 3 through 7, list the fully burdened on-base labor hour rate (include Direct, Indirect, Fringe, G&A, Overhead, Profit/Fee, etc.) for each of the Offeror's Labor Categories. Round all labor hour rates to nearest cent (e.g. $65.78). Offeror shall list any discounts as a percentage for each labor category and option year. Round all percentages to two places (i.e., 5.00%). The Discounted Rate will automatically calculate and round to two decimals. The resulting discounts and discounted rates shall be incorporated.
5. If labor rates cross contractor fiscal years and blended rates become necessary, the offeror shall provide the calculation of these rates in their Basis of Price.
6. It is the offeror's responsibility to ensure that the formulas and rates are accurate.

ATTACHMENT D - USE AND NON-DISCLOSURE AGREEMENT

The undersigned, (Insert Name), an authorized representative of the (Insert Company Name), (which is hereinafter referred to as the "Recipient") requests the Government to provide the Recipient with proprietary data, technical data or computer software (hereinafter referred to as "Data") in which the Government's use, modification, reproduction, release, performance, display or disclosure rights are restricted. Those Data are identified in an attachment to this Agreement. In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall —
   (a) Use, modify, reproduce, release, perform, display, or disclose Data marked with SBIR data rights legends only for government purposes and shall not do so for any commercial purpose. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of the contractor whose name appears in the restrictive legend (the "Contractor"), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these Data to submit offers for, or perform, contracts with the Recipient. The Recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these Data to such persons. Such agreement must be consistent with the terms of this agreement.
   (b) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this Agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this Agreement or expressly permitted in writing by the Contractor.
   (c) Use computer software marked with restricted rights legends only in performance of Contract Number (insert contract number(s)). The Recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share, or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.
   (d) Use, modify, reproduce, release, perform, display, or disclose Data marked with special license rights legends (To be completed by the contracting officer. See (a)(2) of the Use and Non-Disclosure Agreement clause. Omit if none of the Data requested is marked with special license rights legends).

(2) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized third parties.

(3) The Recipient agrees to accept these Data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

(4) The Recipient may enter into any agreement directly with the Contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these Data.

(5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(6) The Recipient is executing this Agreement for the benefit of the Contractor. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

(7) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 days after the date shown in paragraph (8) of this Agreement, to have all persons to whom it released the Data do so by that date, and to notify the Contractor that the Data have been destroyed.

ATTACHMENT D - USE AND NON-DISCLOSURE AGREEMENT (CONTINUED)

(8) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending upon (Insert Date). The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

_____
Recipient's Business Name

_____ _____
Authorized Representative Date

_____
Representative's Typed Name and Title

(End of Use and Non-Disclosure Agreement)

ATTACHMENT E – D&B PAST PERFORMANCE EVALUATION FREQUENTLY ASKED QUESTIONS (FAQ'S)

Open Ratings

Company Background:

Open Ratings leverages its unique technology and data resources to provide a comprehensive, independent view of supplier past performance to the general services administration, state and federal government.

In addition, we offer a wide range of services to help companies get the information and support needed to make informed, effective decisions about managing their suppliers.

Past Performance Evaluation FAQ's:

What is a Past Performance Evaluation?

Past Performance Evaluations are requested or required by governmental organizations and agencies as part of bid responses.

What is the process?

You start by ordering the Past Performance Evaluation (see below for information needed). During the order, you will need to specify at least 4 references.

After completion of the order, Open Ratings emails a confirmation to you that includes a list of the references you provided and the subject line of the e-mails they will receive.

The following day, the references that you provided in the online order receive an e-mail requesting that they complete an on-line survey. Once a reference completes the survey or opts out, no further contact is made. If the reference does not respond to the original email, two further reminder e-mail requests are sent.

After 13 days, if Open Ratings has received fewer than four completed surveys, your order is forwarded to our call center and we attempt to contact your references via telephone. When we receive four complete references, the order is closed.

After 13 days, if Open Ratings has received at least four completed surveys, we will keep the order open for another 8 days or until at least 50% of surveys are completed, whichever comes first. The order is then closed.

Once the order is closed, the Past Performance Evaluation report is generated, and references will no longer be able to respond to the survey.

One copy of the report is distributed to the company who ordered the report and another copy is distributed to the GSA, Federal or State Government recipient. Copies are also distributed to additional recipients specified at the time of order.

How can I place an order?

Order should be placed on-line at www.ppereports.com

Open Ratings

How long does it take?

The average time to complete a report is approximately 35 days, however for orders placed on-line this time is reduced to 20 days. Customers that facilitate the process by proactively contacting their references and advising them of the process tend to close their orders sooner with a higher response rate from the customers.

How many references do you need?

We request that customers provide 20 references. Providing fewer than 20 references reduces the chance that the report will be successfully completed and will generally increases the time taken to generate the report. The minimum number of completed references that will be required to close a report is four – however to obtain four completed references we highly recommend providing 15-20 references. Due to your customer's personal schedules and company policies, providing less than 15 references can delay the closing of an order.

Should I contact my references?

Yes. You may want to determine whether they are inclined to give you a good reference. In addition, we recommend that you inform them that Open Ratings will contact them via email. The subject line of the e-mail references receive is included in the confirmation e-mail sent to our customers.

How long is the rating good for?

In accordance with GSA requirements, the rating is valid for 6 months from date of issue. Additional copies of reports may not be ordered after the rating expires.

What is needed to place an order?

1- **Two contacts that will receive the report once complete.**

2- **15-20 customer references:**

For each reference, you will need to provide:

- First and Last Name
- Company Name
- Telephone Number
- Email Address

3- **Details of the company being evaluated:**

- - D-U-N-S™ of the company being evaluated

OR

- - Company Name
- Main Telephone Number
- Address, City, State and Zip Code and Country

4- **Payment Methods:**

- American Express

OpenRatings

- Visa
- Mastercard

How much does a Past Performance Evaluation Cost?

The cost is only $125.00. Once the evaluation is complete, it will be emailed to the two recipients chosen to receive the results. You can add more than two recipients at and additional cost of $25.00 per recipient.

The cost of a Past Performance Evaluation / Supplier Evaluation Report, a report typically requested by a State Agency, County Agency or U.S. Army is $175.

How is the rating calculated?

The rating is calculated using a statistical analysis of various performance data and survey responses that Open Ratings collects. This analysis places a greater weighting on recent data collections such as the surveys completed by the references you provided for your PPE. The analysis may also consider, with a lesser weighting, performance information collected in the past.
The score is then reported in two ways: the score (performance rating) and how good the score is relative to your peers in the same SIC code (SIC Level Quintile). As a result having the correct SIC is imperative in the process.

What is a SIC Level Quintile?

The SIC Level Quintile indicates how good or poor a rating is compared to other companies in the same industry. Performance ratings within an SIC are rank ordered and divided into five groups (Quintiles). The top 20% performance ratings are in the quintile, the next 20% of performance ratings are in the second quintile, etc...

Why do you calculate a SIC Level Quintile?

Scores vary significantly from industry to industry. For example management consultants will almost invariably receive higher absolute scores than building contractors. Providing the SIC Level Quintile normalizes the score based on the industry, making interpretation of that score easier.

What does the report look like and how do I read it?

A past performance evaluation consists of four sections:

Company Overview: Contains basic location, contact and operating data for the company being evaluated. This information is provided by Dun and Bradstreet according to the D-U-N-S number that is provided.

Supplier Performance Rating: Provides the supplier's Summary Performance Rating, which is an assessment of likely overall performance. This section also contains your SIC Level Quintile, which is a rating that marks the overall performance of a supplier against all other Suppliers in its Standard Industry Classification code (SIC).

Open Ratings

Detailed Performance Rating: This section lists the detailed performance questions that Open Ratings will ask your references. The detailed ratings are combined with other qualitative survey data and other relevant data sources. It is then calculated using an algorithm that weighs scores based on recency of the information, transaction size, and accuracy of the rater.

Buyers Surveyed: Indicates the industries of the companies that provided ratings on this supplier. Individual raters are not identified in order to preserve confidentiality.

Distribution Feedback: Provides a breakdown of the survey responses received from raters of this supplier. The responses are rated on a 0-10 scale for each survey question.

9-10 – Positive Feedback
5-8 – Neutral Feedback
0-4 – Negative Feedback

Click on the link below to view a sample report:

Sample Past Performance Evaluation Report

How do I interpret the results?

All scores are relative to the companies that are listed in the SIC code you provide. Favorable scores are those in the top quintile. If your scores rate in the lower quintile it does not mean that your references gave you poor results, only that the scores were lower than other companies with the same SIC code.

Can I see my references' survey responses?

All individual survey results are confidential and are not shared with anyone.

START HERE GO FURTHER FEDERAL STUDENT AID

Sample Task Order

Enterprise Development Support Services (EDSS)
Enterprise Program / Project Management Support Services

AUTOMATED PROPERTY PASS SYSTEM (APPS)

Performance Work Statement

Version 1

January 9, 2008

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1. INTRODUCTION

Federal Student Aid (FSA) (http://federalstudentaid.ed.gov/), a principal office of the Department of Education (DoED, http://www.ed.gov/), ensures that all eligible individuals can benefit from federally funded or federally guaranteed financial assistance for education beyond high school. FSA consistently champions the promise of postsecondary education and training to all Americans – and its value to our society.

FSA plays a central and essential role in the American community of postsecondary education. We partner with postsecondary schools and financial institutions to deliver programs and services that help students finance their education beyond high school. Today, FSA is responsible for a range of critical functions that include, among others:

- Processing millions of student financial aid applications;
- Disbursing billions of dollars in aid funds to students through schools;
- Enforcing financial aid rules and regulations;
- Partnering with schools, financial institutions and guaranty agencies to prevent fraud, waste and abuse;
- Educating students and families about the process of obtaining aid;
- Servicing millions of student loan accounts;
- Informing borrowers of their repayment options and obligations and securing repayment from those who have defaulted on their loans; and
- Operating information technology systems and tools that manage billions of student aid dollars.

Designated as a Performance-Based Organization (PBO) by Congress in 1998, FSA emphasizes tangible results and efficient performance, as well as the continuous improvement of the processes and systems that support our mission. Our community of stakeholders includes students, parents, schools, lenders and guaranty agencies, as well as other federal entities and the Department of Education ("the Department") itself. (http://www.ed.gov/about/bdscomm/list/acsfa/jan99brief/edlite-PBO.html),

FSA is headquartered in Washington, DC and has ten (10) regional offices throughout the United States to support its customers. FSA implements the PBO legislation and our Strategic Objectives, in alignment with the Presidential Management Agenda as documented in our "FY 2006-2010 Five-Year Strategic Plan". (http://www.ed.gov/about/offices/list/fsa/06-10performanceplan.pdf).

The following are the core objectives that FSA uses as performance standards for the organization and all supporting contractors:

(1) To integrate FSA systems and provide new technology solutions to deliver federal student aid in an efficient and cost effective manner;
(2) To improve program integrity to ensure access to postsecondary education, while reducing vulnerability to fraud, waste and abuse;
(3) To reduce program administration costs to improve control over resources and maintain accountability for results;
(4) To improve human capital management; and
(5) To improve products and services to provide better customer service.

1.A. Federal Student Aid's Office of the Chief Information Officer (FSA CIO)

This office has developed plans and strategies to integrate and modernize the information technology landscape at FSA in order to better meet our mission and strategic objectives. FSA has established targets to support the modernization of the Office's programs and operations. The objectives of the FSA CIO's plans are to:

- Provide high-quality, reliable infrastructure operations;
- Implement flexible business and technical architectures, such as Service Oriented Architecture (SOA), design principles and solutions;
- Improve service to business units by anticipating and quickly delivering flexible, innovative solutions to their business needs;

- Implement security management processes and solutions that meet business needs while ensuring the protection of privacy data; and
- Improve program management and oversight.

These objectives ensure that FSA meets its primary mission of "Ensuring that all eligible individuals benefit from federal financial assistance—grants, loans and work-study programs—for education beyond high school. By championing the promise of postsecondary education, we uphold its value as a force for greater inclusion in American society and for the continued vitality of America as a nation."

FSA CIO's ability to meet these objectives depends on a number of environmental, programmatic, and technological drivers. Environmental drivers stem from changes in the volume of student and recipient populations and the changes in students' and parents' expectations and demands for services.

Programmatic drivers are reflected in shifts in the role of need-based aid, changes in the student loan programs environment, ensuring that the "right funds get to the right people at the right time", ensuring proper program integrity and controls are in place, and the need to simplify the process of applying for and receiving aid. Programmatic drivers also derive from existing and recent legislative mandates, such as the Higher Education Reconciliation Act of 2005, changes that will be made with the Reauthorization of the Higher Education Act of 1965, and from initiatives such as the "National Dialogue: The Secretary of Education's Commission on the Future of Higher Education (http://www.ed.gov/about/bdscomm/list/hiedfuture/index.html), or commissions implemented by the Secretary of Education such as the Advisory Committee on Student Financial Assistance (http://www.ed.gov/about/bdscomm/list/index.html?src=ln#sfw) which can alter the types of student financial assistance available and their methods of delivery.

Technology drivers, which include Internet capabilities and scalable, robust computing infrastructures, will help the FSA Information Technology (IT) infrastructure achieve improvements in responsiveness, flexibility, service delivery, security, and cost. Changes in technology impact not only the manner in which services and products can be delivered, but also the expectations of our customers and other stakeholders.

Over the past few years, FSA has begun accomplishing its IT objectives by creating a new technical architecture for system development, and moving all of the development and operations infrastructure required to support FSA to a single Virtual Data Center (VDC). Resident at the VDC is the Enterprise Application Integration/Integrated Technical Architecture (EAI/ITA) infrastructure for enterprise application hosting and system operations. Where possible, FSA is in the process of expanding the use of reusable enterprise assets to support the technical needs of our business, thereby increasing standardization, efficiency, and reuse. More information about the VDC and EAI/ITA can be found on the Acquisition Website, https://fsaacquisitioninformation.ed.gov/.

For IT-related reference materials such as Federal regulations, departmental directives, standards, work guides, and handbooks, please review postings on FSA CIO's Library website at http://www.fsa.ed.gov/business/library.html.

1.B. Federal Student Aid's Enterprise Performance Management Services Office (FSA EPMS)

This office is responsible for providing best in business service for all systems integration, reengineering and re-platforming projects; efficient and economic acquisition of products and services; contract performance measures and measurement; performance plan monitoring; internal review; audit resolution; risk assessment; risk management strategy; and monitors FSA performance in high-risk issue areas.

To accomplish this mission, EPMS has four (4) principal groups:

(1) Project Management and Oversight Group: responsible for promoting the development and diffusion of a project management culture throughout FSA. The group advises on systems integration strategy and annual strategic and tactical planning for FSA initiatives.

(2) Acquisitions Group: responsible for ensuring the efficient and economic acquisition of products and services for FSA while reducing costs and maintaining compliance with applicable laws, regulations, and Executive Orders. The group's functions include: planning, policy and analysis; contracts; and purchasing operations.

(3) Strategic Planning and Reporting Group (SPAR): responsible for providing long and short-term planning, performance measurement and reporting, and programmatic data analysis support to the FSA organization. These critical planning, analysis and reporting functions not only help FSA meet performance goals, but also facilitate compliance with planning and reporting requirements detailed in the PBO enabling legislation.

(4) Enterprise Risk Management Group (ERMG): responsible for providing risk management oversight and guidance to FSA and performs internal reviews and risk assessments as appropriate or as requested by senior management. ERMG is responsible for driving strategy and plans for assessing, monitoring and addressing risk associated with FSA, its programs, systems contracts and external partners. ERMG is also responsible for audit tracking and resolution for FSA.

2. ENTERPRISE DEVELOPMENT SUPPORT SERVICES (EDSS) MODEL

FSA has developed the EDSS Model to support an enterprise approach for acquiring, managing the development of, and implementing and maintaining enterprise system development projects in compliance with the FSA standards and guidelines and the Department's Lifecycle Management Framework (LCM) Version 1.0 (See http://connected.ed.gov/doc_img/acs_ocio_1_106.doc). Compliance with the policies, processes, procedures, templates, standards, and guidelines set forth in these documents (and all future iterations and versions) will ensure that current and future system/application development will meet FSA's IT mission objectives.

Figure 1 depicts the Service Areas in the EDSS Services Model. The Model covers the major sets of services, some aligning with the life cycle of systems and application development, in order to develop and deliver IT support to Federal Student Aid's business functions.

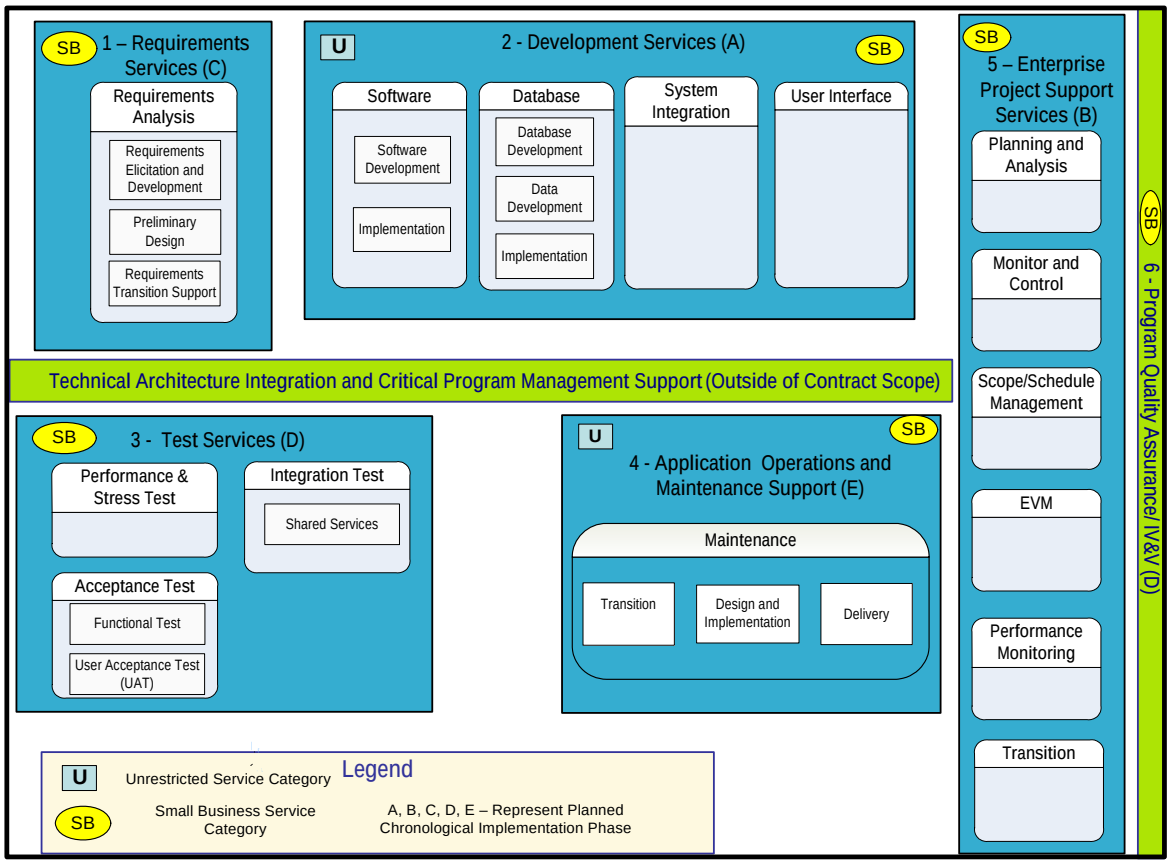

Figure 1: Enterprise Development Support Services (EDSS) model re 0

The EDSS model is comprised of six (6) service areas (SA's), as follows:

1. Service Area 1 (SA-1) – Requirements Services
2. Service Area 2 (SA-2) – Development Services
3. Service Area 3 (SA-3) – Test Services
4. Service Area 4 (SA-4) – Application Operations and Maintenance Services
5. Service Area 5 (SA-5) – Enterprise Project Support Services
6. Service Area 6 (SA-6) – Program Quality Assurance & Independent Verification and Validation (IV&V) Services

Each EDSS Service Area is comprised of functions that deliver those capabilities for life cycle tasking as defined by Federal Student Aid (or the Department, as applicable). To ensure maximum flexibility and risk mitigation in terms of transitions there is some overlap in service areas (in particular Service Areas 1 and 2, and 2 and 4). This approach allows for some periods of concurrent activity across the service areas, either to aid transition or to support possible iterative development efforts. Specific requirements, scope and details of delivery of these functions will be governed by task orders.

A task order may contain one or more tasks or functions that are otherwise represented in one or more of the Service Areas, and that TO may impact one of more development initiatives. Federal Student Aid (or the Department, as applicable) may choose to release a separate Task Order Request for Proposal (TO RFP) for each task within a Service Area, or combine several functions under a single task order.

For example, for a single initiative, Federal Student Aid (or the Department, as applicable) may issue three individual task orders as follows: Task Order 1 for the development of User Interface; Task Order 2 for the development of an exposed service that delivers a business function; and Task Order 3 for the development of a data store to support a single "system." Conversely, Federal Student Aid (or the Department, as applicable) may issue a only one task order that requires the development services for a single or multiple initiatives. Consequently, one contractor from one of the Service Areas may have a task order that involves multiple initiatives that otherwise represent services associated with one or more of the other Service Areas.

Each TO will have specified deliverables that rely on documented standards, guidelines, and measures. The junctures and dependencies between more than one Service Area may require transition points among the multiple contractors from the various Service Areas and these transition points requires clearly defined exit criteria. At any given time, Federal Student Aid (or the Department, as applicable) of Education management may decide that it is in the best interests of the Government to continue or discontinue an effort (initiative or project), combine it with other efforts, or postpone any action concerning the project, task or subtask; and contractual remedies may apply.

The mission of the EDSS is to establish a cadre of highly qualified, adaptable, and motivated contractor/partners with strategic vision in their core competencies and demonstrated capability to excel in an integrated and collaborative environment that delivers products and services essential to FSA's business owners to successfully execute the government's strategic mission.

2.A. Purpose

The purpose of this solicitation is to acquire enterprise-wide portfolio management business process support services for the Department. This encompasses two (2) Services Areas of the Enterprise Development Support Services (EDSS) Model:

1) Enterprise Project Support Services (SA-5)
2) Program Quality Assurance and Independent Verification & Validation Services (SA-6)

2.B. Objective

It is the intent of Federal Student Aid (FSA) to eventually use the multiple award vehicles established for each Service Area as defined by the EDSS model as the primary vehicles by which the support services for enterprise portfolio management business process efforts are acquired.

It is the intention that this scope of services required by FSA will be competed among the qualified contractors after the IDIQ contracts are awarded. FSA will use these IDIQ contracts and all of the multiple award vehicles supporting the other Service Areas of the EDSS model as long as these contract vehicles best meet the needs of FSA.

However, the resultant IDIQ contract(s) is a non-exclusive contract vehicle for acquiring technical and management support services. The Government reserves the unilateral right to fulfill its Independent Verification & Validation, Program Quality Assurance & Enterprise Quality Management, Program & Project Management Acquisition Management, and Investment Management support services requirements through any other acquisition and/or contract vehicle(s).

2.C. Service Areas

The scope of services that contractors shall be expected to perform within resultant task orders against these IDIQ contracts include the following examples:

- Investment Management - the contractor shall provide personnel, resources, tools, and facilities, as appropriate, to provide efficient and cost effective investment management support services for the requirements listed below.
    - Lifecycle Cost Estimating Support - provides advice, recommendations, and document support to multiple offices in all areas of developing lifecycle costs of alternative solutions that meet the requirements of the proposed programs. This effort includes assisting program offices in researching and development of notional architectures, appropriate ground rules and assumptions, defining lifecycles and refresh cycles, and implementation, transition, maintenance and decommissioning scenarios.
    - Lifecycle Benefits Estimating Support - provides advice, recommendations, and document support to multiple offices in all areas of developing lifecycle benefits of alternative solutions of the proposed programs. This effort includes assisting program offices in researching and development of appropriate ground rules and assumptions, quantitative and qualitative benefits.
    - Business Case Analysis and Preparation Support - provides advice, recommendations, and document support to multiple offices in all areas of developing business case analysis and OMB Exhibit 300s for alternative solutions that meet the requirements of the proposed programs. This effort includes assisting program offices in preparing the appropriate economic, financial, operational and technical analyses that are required to complete OMB Exhibit 300s. Proper completion of the OMB Exhibit 300 requires the analysis of 3 alternative technical solutions as well as a status quo analysis, which justify the selection of the recommended solution.
- Acquisition Management - the contractor shall provide personnel, resources, and facilities, as appropriate, to provide efficient and cost effective acquisition support services for the requirements described below.
    - Requirements Documentation Support - provides advice, recommendations, and document support to multiple offices in all areas of the acquisition requirements phase. This effort includes assisting program offices in researching and drafting specifications and standards, including Performance-based Work Statements (PWS); developing performance measures, providing consultation and recommendations; and coordinating requirements documents. Develop evaluation criteria.
    - Acquisition Strategy Support - provide advice and recommendations for all elements in acquisition plans, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. Research existing Government- wide contracts for available products and services. Evaluate different approaches to and sources for acquisition support. Research available suppliers and compare the services and costs of obtaining support from the different providers. Determine applicability of the Economy Act.

- Market Research and Market Surveys - assist in conducting market research to identify potential sources and contract vehicles. Potential sources should include socio-economic program participants (i.e., small businesses, small and disadvantaged businesses, HUB Zone businesses). Potential vehicles should include GSA Schedule vendors, Government-wide Agency Contracts, and other agency contracts. Conduct market surveys and prepare written documentation of market research. Support program offices in documenting small business capability analysis. Prepare FedBizOpps and other electronic posting announcements.
- Pre-Award Documentation and Source Selection - assist in evaluation process and assure written documentation to support source selection procedures.
- Solicitations - prepare Request for Quotes (RFQs), Request for Proposals (RFPs), and Combined Synopsis/Solicitations. Assure the solicitation includes all appropriate solicitation terms and conditions. Recommend and prepare unique terms and conditions as required. Prior to release of solicitation, verify that funds are available and obtain legal concurrence. Release solicitation by electronic posting, email, fax or mail.
- Contract Award - work with evaluators and Contracting Officer (CO) to identify pre-negotiation objectives and assist the CO with discussions with Offerors. Prepare final contract award documents for task and delivery orders and stand-alone contracts, and Contracting Officer Technical Representative (COTR) designation letters. Obtain legal concurrence. Distribute contract to appropriate parties. Input award data into the Federal Procurement Data System (FPDS).
- Post-award Support - prepare appropriate documentation for the exercise of options, prepare modifications, and assist in the resolution of performance problems.

▪ <u>Program and Project Management</u> – the contractor shall provide personnel, resources, tools, and facilities, as appropriate, to provide efficient and cost effective program and project management support services for the requirements outlined below.
  - Project integration planning (Scope, Schedule, and Cost Baselines),
  - Resource analysis, planning, and management,
  - Schedule development, management (including integration where necessary) and analysis,
  - Risk planning, analysis and management,
  - Quality planning and management, and performance planning.
  - In addition, the contractor shall provide services to support SSC project control, monitoring, and closeout services. Examples include:
  - Earned value management (planning and execution),
  - Project change control, project remediation, and process improvement.

  The contractor may also be directed to provide organizational assessments and development support services. Examples include: FSA workforce planning, alignment, and development, change management, PMO governance and procedures, and process development and improvement.

▪ <u>Independent Verification & Validation</u> – the contractor the contractor shall provide personnel, resources, tools, and facilities, as appropriate, to provide management visibility into development efforts through established Independent Verification &Validation (IV&V) methodologies as outlined in the FSA Quality Assurance Handbook, Version 3, dated February 15, 2006 (flexibility of areas of focus based on management priorities, risk assessment and available funding). The IV&V contractor will provide support through development, implementation and operational activities. Specific tasks may include:
  - Identify, analyze and track risks to the development project sufficiently and early enough to allow for timely risk mitigation actions;
  - Review and evaluate development technical architecture and system development activities for consistency with Federal Student Aid, Department of Education, and Government standards;

- Evaluate project development activities as they relate to contractual requirements and the developer's technical proposal.
- Support Stage Gate Reviews that are required by the Life Cycle Management (LCM) Framework by reporting on: 1) quality and completeness of stage deliverables/exit criteria, 2) issues relating to the readiness of system development to enter the data center production environment during Data Center Operational Readiness Reviews (ORR), and 3) risks and quality issues raised during Federal Student Aid's Production Readiness Reviews (PRR), including a "go" or "no go" recommendation from the IV&V contractor for each PRR.
- Evaluate the project developer's core system development activities, including but not limited to: Change Management, Configuration Management, Requirements Management (including review, analysis and traceability), Test Management, and Quality Management.
- Report on compliance of developer's processes to industry standards (e.g., Capability Maturity Model - Integrated or International Standards Organization issued standards) included in the developer's technical proposal and applicable government standards.
- Analyze project controls to determine if financial calculations, processes, procedures, and reports function as planned, meet the needs of Federal Student Aid Management, and meet applicable Federal Standards.
- Report deficiencies and reevaluate changes made to the system, until adequately addressed.
- Perform maintainability assessment of each LCM phase to ensure all maintenance activities are planned for and / or in place.
- Provide security support services including the following tasks:
    - → Conduct independent security risk assessments and review resulting Corrective Action Plans.
    - → Evaluate the comprehensive Security Program with priority given to the current Security Plan and Memorandum's of Understanding (MOUs) that delineate and agree upon security issues involving systems interfacing with FSA.
    - → Evaluate and monitor security deliverables such as Security Plan Analysis, System Risk Assessment, Recovery Plan Analysis, System Rules of Behavior Analysis, and Migration Plan Analysis.
- Develop and execute action plans for accomplishing risk mitigation activities based upon government-established priorities. Risk mitigation work packages represent logical groupings of security initiatives and consist of the following:
    - → Technical and operational controls including ID and password management, access monitoring, and more restrictive use of administrator and super user permissions
    - → Security management with the system management process including security testing, integration of security reviews with the change control process, and security incident reporting.
    - → Technical analysis on current disaster recovery programs from a security perspective including tests in accordance with the roles and responsibilities previously established with the respective data centers.
- Assist FSA in preparing systems for certification and accreditation. The contractor shall:
    - → Review and provide comments to improve Certification and Accreditation project plans, security test and evaluation plans, and security documentation.
    - → Meet with the authoring entities of the system's security plans and documentation to walk through their comments and provide additional recommendations that will improve a systems security. Security documentation includes system security plans, configuration management plans, disaster recovery plans, and contingency plans.
    - → Create a viable security assessment plan for producing and compiling the information necessary to determine the effectiveness of the security controls employed within the information system utilizing the assessment procedures from NIST Special Publication 800-53A as a starting point.

- The security assessment plan must define a complete assessment of all security controls in the information system and site visit requirements (# as required) and shall be approved by Federal Student Aid before an audit may commence.

→ Conduct the security assessment in accordance with the approved security assessment plan. This will include application level vulnerability scans, security documentation reviews, interviews, and observations. Contractor shall provide assessment results in the approved Federal Student Aid format. Each security weakness identified will include the NIST SP 800-53 control area and a recommendation for mitigation.

- Conduct independent testing of phased releases and risk based testing.
- Participate in system and application testing activities and coordination meetings with Federal Student Aid and the development contractor. Specific tasks may include:
  - → Conduct detailed system test planning and analysis to support FSA test program.
  - → Support the preparation, execution and analysis of FSA application acceptance testing.
  - → Monitor and observe development contractor testing activities from unit testing through integration testing.
  - → Support and participate in acceptance testing with the FSA acceptance test teams.
  - → Support and monitor regression testing activities with the FSA test teams.
  - → Support and monitor configuration management activities in relation to FSA application testing efforts.
  - → Support the test readiness review process and attend test readiness reviews. Review test metrics and performance.

- <u>Program Quality Assurance and Enterprise Quality Management</u> - the contractor shall provide personnel, resources, tools, and facilities, as appropriate, to provide efficient and cost effective program quality assurance support on specific task objectives and report directly to the Government. Specific tasks may include:
  - Evaluate performed processes, work products, and services against the applicable process descriptions, standards and procedures.
  - Review and evaluate development technical architecture and system development activities for consistency with Federal Student Aid, Department of Education, and Government standards.
  - Identify, analyze and track risks to enterprise quality processes sufficiently and early enough to allow Federal Student Aid to take timely risk mitigation actions.
  - Evaluate project development activities as they relate to contractual requirements and the developer's technical proposal.
  - Support Stage Gate Reviews that are required by the Life Cycle Management (LCM) Framework by reporting on: 1) quality and completeness of stage deliverables/exit criteria, 2) issues relating to the readiness of system development to enter the data center production environment during Service Delivery Reviews (SDR) and 3) risks and quality issues raised during Federal Student Aid's Production Readiness Reviews (PRR), including a "go" or "no go" recommendation from each PRR.
  - Evaluate the project/program core system activities, including Change Management, Configuration Management, Requirements Management (including review, analysis and traceability), Test Management, and Quality Management.
  - Report on compliance of developer's processes to industry standards (e.g., Capability Maturity Model - Integrated or International Standards Organization issued standards) included in the project technical proposal and applicable government standards.
  - Provide support for Post Implementation Reviews (PIR) of IT initiatives to ensure that IT investments have achieved performance, cost and schedule goals.

- → FSA CIO is charged with carrying out provisions of the Clinger-Cohen Act of 1996 (Public Law 104-106) relating to Capital Planning and Investment Control (CPIC) of Information Technology. Part of the Evaluate Phase of the CPIC process requires that federal agencies conduct Post Implementation Reviews (PIRs) of IT Investments. These investments at Federal Student Aid range in size from $10,000 to over $500 million. Over the past four years, the Enterprise Quality Assurance Team within Federal Student Aid's CIO has institutionalized a repeatable process for conducting PIRs on investments of all sizes.

As identified in the department's Work Products Guide and LCM Framework (see reference materials), the contractor shall be responsible for producing and delivering the specific deliverables for each stage (Initiative, Definition, Construction & Validation, and Implementation) under the direction of the agency's program or project manager.

3. SAMPLE TASK ORDER

3.A. Purpose

This requirement is to acquire management and support services for Federal Student Aid's (FSA) Automated Property Pass System (APPS) initiative. This initiative will automate the current paper property pass system and integrate it with the Department of Education's Asset Management database.

3.B. Background

U.S. Department of Education (ED) requires documentation signed by an authorized individual to accompany the removal of any of its fixed or IT assets from ED's leased and owned buildings. ED prohibits the removal of inventoried assets from its facilities without a valid property pass.

FSA uses a paper-based property pass system to authorize individuals (all FSA staff and contractors who will be on site for more than two business days) to take property out of Union Center Plaza, FSA's Headquarters building. Nineteen employees in Union Center Plaza (UCP) have the authority to sign property passes. Individual property passes are issued for a specified period of time and are issued for any property with a bar code. After issuing the paper property pass, the Property Pass Signer captures the information in their own log (paper or electronic). Employees and contractors must give a copy of their property pass to UCP Security staff; copies are maintained in the building security property pass log. All Visitors and contractors who will be at UCP two days or less are required to register personal items or business assets (such as a laptop) with the UCP security staff upon check-in, but are not issued property passes.

FSA property information is stored in ED's Asset Management database by FSA Asset Managers. Employees notify FSA Asset Managers when an asset is returned, damaged, missing or stolen, and this information is logged into the database. The database stores such information as the user's name and the product serial number/bar code, but it doesn't capture all property pass information or track equipment when it is taken out of the building. FSA Asset Managers are not authorized to sign property passes as a designated internal control implemented by ED.

ED policy requires UCP Security staff to check that each person leaving the building has a property pass for any equipment removed from the building. Often times, this policy is not practiced because it is not always apparent that property is being taken out of the building; often the piece of equipment is concealed in a brief case or other bag.

FSA uses GSA's Optional Form 7 for its property passes. The form has nine data elements, as follows:

- Date Issued
- Name (person's name and Business Unit)
- Building (Union Center Plaza)
- Description of Property Being Removed (Item, Manufacturer, Model, Serial #, Barcode)
- Property Belongs To (ED/FSA)
- Department or Agency (U.S. Department of Education)
- Signature of Person Authorizing Removal of Property
- Title of Authorizing Person
- Pass Good Until (not to exceed 6 months)

3.C. Goal

The APPS initiative is at the preliminary stage of the Department's Lifecycle Management (LCM) Framework (see reference materials). The general areas of support required by FSA Project Management under these task orders are as follows:

- Program and Project Management
- Investment Management
- Acquisition Management
- Independent Verification & Validation

The goal of this support is to assist the FSA Project Manager, to the maximum extent possible, to automate and integrate the paper property pass system that ensures accountability for and tracking of portable FSA equipment.

3.D. Scope

Here are the requirements for this automated property pass system, at a minimum:

- Capture the same data elements as in the current paper property pass GSA Optional Form 7.
- Integrate the system with ED's Asset Management Database
- Support the printing of a paper property pass form as a backup.
- Support management reporting capabilities.

Finally, this system must be unobtrusive and support limited guard interface – i.e., guards will not stop every piece of portable property but will instead do occasional spot checks and will stop property deemed unusual or suspect. For guard spot checks, the system must provide a mechanism for guards to validate that property is assigned to an individual (e.g., read the property pass information off the Campus Card contact chip or from the database) and to document the property review.

The contractor provide management visibility into development efforts through established Independent Verification & Validation (IV&V) methodologies as outlined in the FSA Quality Assurance Handbook, Version 3, dated February 15, 2006 (flexibility of areas of focus based on management priorities, risk assessment and available funding). The IV&V contractor will provide support through development, implementation and operational activities.

The Contractor shall also provide enterprise-level project management services in the nine (9) PMIBOK areas: Project Scope Management, Project Time Management, Project Cost Management, Project Quality management, Project Human Resource Management, Project Communications Management, Project Risk Management, Project Procurement Management and Project Integration Management as required areas.

3.E. Period and Place of Performance

The majority of the work will be conducted at FSA's headquarters in Washington, DC. However, there may be activities that can be performed at the contractor's site.

Period of performance shall commence on the date of award and conclude twelve (12) months hence with two (2) option periods each for twenty-four (24) months.

4. PERFORMANCE WORK STATEMENT

4.A. Objectives

The contractor's support to the FSA Project Manager will be (1) to assist in the development of the FSA internal project management activities and resulting deliverables; and, (2) the review and analysis of the APPS Service Area–2 development contractor and/or the Service Area-3 testing contractor's system processes and deliverables.

During the Option Periods, the contractor will provide enhancements to Property Pass system such as:

- Establishment of an audit trail for portable property, i.e., Blackberry PDAs, assigned from a property manager to an individual employee in a centralized database; and
- Integration into the FSA's Financial Management System (FMS) Oracle asset management database.

Also, the government may require the contractor to incorporate its FlexiPlace Work Agreement into this APPS application. Copy of this agreement is provided as Attachment G.

Using the template provided as Attachment C, Contractor must propose level of effort necessary to produce deliverables and to achieve overall project goal.

ID	Service Area	Deliverables
1.A	Investment Management	OMB 300 Exhibit
1.B		Independent Cost Estimate
2.A	Acquisition Management	Market Research Results (IT System Integrators with experience in automating paper processes and systems)
2.B.		Acquisition and Source Selection Plan
3.A	Program/Project Management	Preliminary Work Breakdown Structure (Level 2)
3.B		Methodology for Monitoring EVM compliance
3.C.		Project Management Plan

ID	Service Area	Deliverables
3.D.	Program/Project Management	Risk Management Plan
4.A	Independent Verification and Validation	IV&V Plan and Document Review Process
4.B		IV&V Document Review Comments
4.C		Analysis Documents as required such as Memorandum of Record (MOR), Compliance Reviews, etc.
4.D		Analysis of Requirements Verification Matrix (RVM)
4.E		Lessons Learned Report using the Lessons Learned Template in IV&V Handbook
5.A	Program Quality Assurance and Enterprise Quality Management	Methodology for Establishing Enterprise-Wide Quality Assurance Program Metrics
5.B		Methodology for Establishing Enterprise-Wide Quality Management Processes

4.B. Performance Measurements

Quality Expectations

- Completeness: Deliverables will be 100% complete.
- Accuracy: Deliverables will be 100% accurate.
- Timeliness: All deliverables will be on time and within schedule.
- Communication: Communication with client/customers is professional.

4.C. Constraints

The contractor shall adhere to the following constraints in its performance of these services:

1. Federally mandated rules and regulations
   - Clinger-Cohen Act of 1996
   - OMB 300 Guidelines and Recommendations
   - OMB Capital Planning Guide
   - GAO Government Auditing Standards (The Yellow Book) of 2003
2. Industry standards
   - NIST (National Institute of Standards and Technology) Special Pub. 500-234
   - IEEE (Institute of Electrical and Electronics Engineers) Guidelines
   - Information Technology Review Board (IRTB) Recommendation
   - SEI (Software Engineering Institute) Capability Maturity Models (CMMI®)
   - PMI (Project Management Institute) PMBOK® (IEEE Standard 1490-2003)
   - IBM (International Business Machines) Rational Unified Process®
   - Society of Cost Guidelines Estimating & Analysis
3. Departmental standards (see FSA CIO's Library at http://www.fsa.ed.gov/business/library.html)

[END OF SECTION]

ATTACHMENT G – US DEPARTMENT OF EDUCATION, FLEXIPLACE WORK AGREEMENT

The following constitutes an agreement between:

_____ And _____
Principal Office Employee Name

of the terms and conditions of the Flexiplace Program. The supervisor and employee agree:

The type of Flexiplace Schedule is: ❒ Fixed ❒ As Needed

1. To adhere to the applicable guidelines, policies, and procedures of the Flexiplace program

2. To develop and/or amend performance agreements as needed for work performed away from the official duty station. The employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor in the employee's performance plan.

3. The employee's official duty station is not changed by participation in Flexiplace. All pay, leave and, travel entitlements will be based on the employee's official duty station.

4. Where applicable, the employee will complete a new alternative work schedule (page b4) that incorporates the days and times at the alternative work site consistent with the Collective Bargaining Agreement.

5. Requests for leave should be made in accordance with applicable law, OPM regulations, Department policy, and, where applicable, the Collective Bargaining Agreement.

6. The employee will continue to work in pay status while working at his/her alternate worksite. If the employee works overtime that has been approved in advance, he/she will be compensated in accordance with applicable law, OPM regulation, Department policy and, where applicable, the Collective Bargaining Agreement. The employee understands that the Department is not required to compensate unapproved overtime work.

7. The employee must ensure a safe and healthy work environment and will sign a self-certification checklist that proclaims the alternative work site free of work-related safety and health hazards. Management may deny or rescind a Flexiplace agreement based on safety problems in the home. Provided the employee is given 48 hours advance notice and management has reasonable cause to believe that a hazardous work environment exists, management may have the home-office inspected for compliance with safety requirements.
8. The employee is covered under Federal Employees' Compensation Act if injured in the course of performing official duties at the alternate duty station.

9. If the employee borrows Government equipment and/or software, the employee will protect the Government equipment and/or software in accordance with the applicable procedures. Government-owned equipment will be installed, serviced, and maintained by the Government. Government-owned software and data files will be checked for viruses. Government supplied equipment shall be returned immediately upon request and the employee has no expectation of privacy therein. If the employee provides his/her own equipment, the employee may be responsible for installing, servicing, and maintaining it. However, the Government will provide virus-checking software.

10. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government may be held liable by claims arising under the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

11. The Government will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of the employee's residence. By participating in this program the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.

12. The employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, title 5 U.S.C. and specific Agency confidentiality requirements.

13. Standards of conduct (34 CFR Part 73) continue to apply to employees working at alternate work sites.

14. For purposes of the Flexiplace program and provided the employee is given at least 48 hours advance notice, management may inspect the employee's home worksite at periodic intervals during the employee's normal working hours. An employee may request that a Union representative accompany management on an alternate worksite visit.

15. The employee agrees to limit performance of officially assigned duties to his/her official duty station, Agency-approved alternate duty stations, or other locations approved by the supervisor. Failure to comply with this provision may result in loss of pay, termination from the Flexiplace program and/or other appropriate disciplinary action.
16. The employee, after two weeks notice or less if agreed to by the supervisor, may terminate participation in the Flexiplace program. After two weeks notice, management has the right to remove the employee from the program for legitimate management reasons including, but not limited to: the employee's performance; changes in organizational needs that require the employee's presence; or adherence to Flexiplace procedures contained herein.

17. That at intervals specified in the Flexiplace program guidelines, the supervisor and the employee will complete surveys to evaluate the Flexiplace program.

_____

Approving Official Date

_____

Supervisor Date

_____

Employee Date

_____

Agency Flexiplace Coordinator Date

Employee's Alternative Workplace Address and Phone Number:

_____

_____

_____

Flexiplace Coordinator will maintain original and provide copies within five (5) workdays to the following:

Participating Supervisor
Participating Employee
Human Resources Group
Principal Office, Executive Officer
Principal Office, Labor Management Partnership Council

[END OF SECTION]