

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 41 PAGES
--------------------------------------	--	--	--------	--------------------

2. CONTRACT NUMBER	3. SOLICITATION NUMBER ED-08-R-0071	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
--------------------	--	--	----------------	--------------------------------

7. ISSUED BY Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210	CODE CPOA	8. ADDRESS OFFER TO (If other than Item 7) Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210
--	--------------	--

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

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until **11:00 AM** local time **JUL 28, 2008**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Amanda Woodard	B. TELEPHONE (NO COLLECT CALLS) 202-245-6838	C. E-MAIL ADDRESS amanda.woodard@ed.gov
------------------------------	---------------------------	---	--

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGES(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1 - 1	X	I	CONTRACT CLAUSES	21 - 25
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9 - 9	X	J	LIST OF ATTACHMENTS	26 - 26
X	D	PACKAGING AND MARKING	10 - 10	PART IV - PRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	11 - 11	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	27 - 31
X	F	DELIVERIES OR PERFORMANCE	12 - 12	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	32 - 38
X	G	CONTRACT ADMINISTRATION DATA	13 - 13	X	M	EVALUATION FACTORS FOR AWARD	39 - 41
X	H	SPECIAL CONTRACT REQUIREMENTS	14 - 20				

**OFFER**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
---	----------------------	----------------------	----------------------	-------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY DUNS:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	-------------------	--

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
-----------------------	---	---------------	----------------

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION See Schedule
-----------------------------------	------------	--

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) ( ) <input type="checkbox"/> 41 U.S.C 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
--	--	------

24. ADMINISTERED BY CODE	25. PAYMENT WILL BE MADE BY CODE
-----------------------------	-------------------------------------

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
---	--	----------------

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Reading First Logistical Support Nation Conference CLIN 1.01 National Conference-Subtask B-Preconference Service  SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination	0.00	EA	_____	_____
0002	National Conference CLIN 1.02 National Conference- Subtask C Onsite Services  SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination	0.00	EA	_____	_____
0003	National Conference CLIN 1.03 National Conference- Subtask D Post- conference Services  SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination	0.00	EA	_____	_____
0004	State Directors Meetings CLIN 2.01 State Directors Meeting- Subtask B Pre-conference Service  SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination	0.00	EA	_____	_____
0005	State Directors Meeting CLIN 2.02 State Directors Meeting- Subtask C Onsite Services  SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination	0.00	EA	_____	_____
0006	State Directors Meetings CLIN 2.03 State Directors Meetings- Subtask D Post-conference Services  SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination	0.00	EA	_____	_____
0007	Reading First Advisory Committee CLIN 3.01 Reading First Advisory Committee- Subtask B-Pre-conference Service	0.00	EA	_____	_____

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination Reading First Advisory Committee CLIN 3.02 Reading First Advisory Committee- Subtask C- Onsite Services	0.00	EA	_____	_____
0009	SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination Reading First Advisory Committee CLIN 3.03 Reading First Advisory Committee- Subtask D Post-conference Services	0.00	EA	_____	_____
0010	SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination Topical Meetings CLIN 4.01 Topical Meetings- Subtask B Pre-conference Services	0.00	EA	_____	_____
0011	SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination Topical Meetings CLIN 4.02 Topical Meetings- Subtask C Onsite Services	0.00	EA	_____	_____
0012	SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination Topical Meetings CLIN 4.03 Topical Meetings- Subtask 4.03 Post-conference Services	0.00	EA	_____	_____
0013	SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination Focus Group CLIN 5.01 Focus Group- Subtask B Pre-conference Services	0.00	EA	_____	_____

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	FOB : Destination Task 6 Focus Group CLIN 5.02 Focus Group Subtask C Onsite Services  SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination	0.00	EA	_____	_____
0015	Task 6 Focus Group CLIN 5.03 Focus Group- Subtask D Post-conference Services  SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination	0.00	EA	_____	_____
0016	Task 7 Administrative and Logistical Support Administrative and Logistical Support (cost-reimbursement)  SHIP TO: Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210 FOB : Destination	0.00	EA	_____	_____

Table of Contents

**SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS.....8**  
B. 1 301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I) (AUGUST 1985).....8  
B. 2 216-70 AWARD FEE (APR 1984).....8  
B. 3 301-22a CONTRACT DEFINITION (APRIL 1997).....8

**SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....9**  
C. 1 302-2 SCOPE OF WORK (FEBRUARY 1985).....9

**SECTION D PACKAGING AND MARKING.....10**  
D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986).....10  
D. 2 303-2 F.O.B. DESTINATION (MARCH 1986).....10

**SECTION E INSPECTION AND ACCEPTANCE.....11**  
E. 1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996).....11  
E. 2 304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985).....11  
E. 3 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984).....11

**SECTION F DELIVERIES OR PERFORMANCE.....12**  
F. 1 52.242-15 STOP-WORK ORDER (AUG 1989).....12  
F. 2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984).....12  
F. 3 305-4 PERIOD OF PERFORMANCE (MARCH 1986).....12  
F. 4 305-8 DELIVERY SCHEDULE (MARCH 1986).....12  
F. 5 305-6 DELIVERABLES (MARCH 1986).....12  
F. 6 305-2 REPORT OF CONSULTANTS (MARCH 1986).....12

**SECTION G CONTRACT ADMINISTRATION DATA.....13**  
G. 1 306-8 CONTRACT ADMINISTRATOR (FEB 1985).....13  
G. 2 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006).....13  
G. 3 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993).....13  
G. 4 306-1 Invoicing and Contract Financing Requests .....13

**SECTION H SPECIAL CONTRACT REQUIREMENTS.....14**  
H. 1 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995).....14  
H. 2 307-17 CONFLICT OF INTEREST (AUG 2007).....14  
H. 3 307-19 REDACTED PROPOSALS (DECEMBER 1998).....15  
H. 4 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006).....15  
H. 5 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985).....15  
H. 6 307-3 DUAL COMPENSATION (MARCH 1985).....15  
H. 7 307-8 PAYMENT OF PRINTING TO BE PERFORMED BY THE GOVERNMENT PRINTING OFFICE (APRIL 1992).....15  
H. 8 317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999).....15  
H. 9 313-2 SUBCONTRACT APPROVAL (AUGUST 1998).....16  
H. 10 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985).....16  
H. 11 307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997).....16  
H. 12 306-18 PROCESSING OF NOTICE OF ASSIGNMENT OF CLAIMS(MARCH 1987).....17  
H. 13 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998).....17  
H. 14 307-24 CONSULTANT SERVICES AND CONSENT (APRIL 1986).....17  
H. 15 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999).....17  
H. 16 307-13 DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006).....19  
H. 17 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987).....19  
H. 18 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....19  
H. 19 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....19  
H. 20 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987).....20  
H. 21 3452.215-33 ORDER OF PRECEDENCE (AUG 1987).....20

**SECTION I CONTRACT CLAUSES.....21**  
I. 1 52.202-1 DEFINITIONS (JUL 2004).....21  
I. 2 52.203-3 GRATUITIES (APR 1984).....21

## Table of Contents

I. 3	52.243-1	I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)	21
I. 4	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)	21
I. 5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)	21
I. 6	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)	21
I. 7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN1997)	21
I. 8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	21
I. 9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)	21
I. 10	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)	21
I. 11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	21
I. 12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)	21
I. 13	52.215-2	AUDIT AND RECORDS--NEGOTIATION (JUN 1999)	21
I. 14	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)	21
I. 15	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)	21
I. 16	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)	22
I. 17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)	22
I. 18	52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)	22
I. 19	52.222-3	CONVICT LABOR (JUN 2003)	22
I. 20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	22
I. 21	52.222-26	EQUAL OPPORTUNITY (MAR 2007)	22
I. 22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]	22
I. 23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)	22
I. 24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)	22
I. 25	52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007)	22
I. 26	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)	22
I. 27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)	22
I. 28	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	22
I. 29	52.224-2	PRIVACY ACT (APR 1984)	22
I. 30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)	22
I. 31	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)	23
I. 32	52.227-14	RIGHTS IN DATA--GENERAL (DEC 2007)	23
I. 33	52.227-17	RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)	23
I. 34	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)	23
I. 35	52.232-1	PAYMENTS (APR 1984)	23
I. 36	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)	23
I. 37	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	23
I. 38	52.232-11	EXTRAS (APR 1984)	23
I. 39	52.232-17	INTEREST (JUN 1996)	23
I. 40	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)	23
I. 41	52.232-25	PROMPT PAYMENT (OCT 2003)	23
I. 42	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	23
I. 43	52.233-1	DISPUTES (JUL 2002)	23
I. 44	52.233-3	PROTEST AFTER AWARD (AUG 1996)	23
I. 45	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	23
I. 46	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	23
I. 47	52.242-13	BANKRUPTCY (JUL 1995)	24
I. 48	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)	24
I. 49	52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)	24
I. 50	52.248-1	VALUE ENGINEERING (FEB 2000)	24
I. 51	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)	24
I. 52	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)	24
I. 53	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	24

**Table of Contents**

I. 54 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987).....24

I. 55 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH  
DISABILITIES (AUG 1987).....24

I. 56 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002).....24

I. 57 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996).....24

I. 58 52.232-20 LIMITATION OF COST (APR 1984).....24

I. 59 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001).....24

I. 60 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996).....24

I. 61 52.237-3 CONTINUITY OF SERVICES (JAN 1991).....24

I. 62 52.232-16 I PROGRESS PAYMENTS (APR 2003)--ALTERNATE I (MAR 2000).....25

I. 63 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997).....25

I. 64 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008).....25

I. 65 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUN 2007).....25

I. 66 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005).....25

I. 67 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997).....25

I. 68 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987).....25

**SECTION J LIST OF ATTACHMENTS.....26**

J. 1 309-1a LIST OF ATTACHMENTS (APRIL 1984).....26

**SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.....27**

K. 1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006).....27

K. 2 307-17a CONFLICT OF INTEREST CERTIFICATION (AUG 2007).....27

K. 3 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984).....28

K. 4 310-1 REPRESENTATION AUTHORITY (JANUARY 2005).....30

K. 5 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985).....31

K. 6 313-3 COMPETITIVE BUSINESS MIX CERTIFICATION (APRIL 1995).....31

K. 7 310-6 DUPLICATION OF COST (MARCH 1985).....31

K. 8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008).....31

**SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....32**

L. 1 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT  
1997).....32

L. 2 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003).....32

L. 3 52.233-2 SERVICE OF PROTEST (SEP 2006).....32

L. 4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....32

L. 5 311-1 TYPE OF CONTRACT (MARCH 1986).....32

L. 6 311-2 GENERAL INSTRUCTIONS (APRIL 1999).....32

L. 7 311-5 FORMS CLEARANCE PROCESS (MARCH 1986).....33

L. 8 311-9 COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998).....33

L. 9 314-1 PAST PERFORMANCE REPORT (MAR 1996).....33

L. 10 311-4a BUSINESS PROPOSAL INSTRUCTIONS (AUG 2007).....35

L. 11 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984).....36

L. 12 ADDITIONAL BUSINESS PROPOSAL INSTRUCTIONS.....36

L. 13 311-6 CLARIFICATION QUESTIONS (APRIL 1998).....37

L. 14 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008).....37

L. 15 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986).....37

**SECTION M EVALUATION FACTORS FOR AWARD.....39**

M. 1 52.217-5 EVALUATION OF OPTIONS (JUL 1990).....39

M. 2 312-2 EVALUATION FACTORS FOR AWARD (MAY 2004).....39

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 1 301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I) (AUGUST 1985)

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

B. 2 216-70 AWARD FEE (APR 1984)

The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan. The Government will determine the amount of award fee every 12 months beginning with THE DATE OF AWARD . The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

B. 3 301-22a CONTRACT DEFINITION (APRIL 1997)

(a) This is a TO BE FILLED IN AT TIME OF AWARD contract, as defined under Subpart(s) TO BE FILLED IN AT TIME OF AWARD of the Federal Acquisition Regulation.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C. 1 302-2 SCOPE OF WORK (FEBRUARY 1985)

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

**SECTION D**  
**PACKAGING AND MARKING**

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: TO BE FILLED IN AT TIME OF AWARD (c) Mark deliverables for: TO BE FILLED IN AT TIME OF AWARD

D. 2 303-2 F.O.B. DESTINATION (MARCH 1986)

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

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

E. 1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

E. 2 304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

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

E. 3 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

**SECTION F  
DELIVERIES OR PERFORMANCE**

F. 1 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 52.242-15)

F. 2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(Reference 52.242-17)

F. 3 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from September 2008 (a date will be filled in at time of award) to September 2009 (a date will be filled in at time of award) , inclusive of all specified deliveries and/or task work.

F. 4 305-8 DELIVERY SCHEDULE (MARCH 1986)

The following items shall be delivered under this contract:

See Deliverable Schedule in Attachment A, Performance Work Statement

F. 5 305-6 DELIVERABLES (MARCH 1986)

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

F. 6 305-2 REPORT OF CONSULTANTS (MARCH 1986)

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

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

G. 1 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration. TO BE FILLED IN AT TIME OF AWARD

G. 2 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer. (b) The 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. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COR. No such changes shall be made without the written authorization of the Contracting Officer. (c) The COR's name and address: TO BE FILLED IN AT TIME OF AWARD 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 Contracting Officer in writing.

G. 3 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

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

G. 4 306-1 Invoicing and Contract Financing Requests

306-1a INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION (JAN 2007)

(A) Payments shall be rendered in accordance with the payments clause(s) of the incorporated contract clause section and with those otherwise specified rated or fixed price amounts.  
(B) (B) The Government agrees to pay the Contractor, as complete compensation for all work and services performed and materials furnished under Task Order 7 of this contract those allowable costs defined in the contract clause entitled "ALLOWABLE COST AND PAYMENT" in an amount not to exceed the estimated costs specified in the contract.  
(C) (C) The contractor shall submit invoices electronically as an attachment to a message to OCFOCAMINVOICING@ED.GOV. The subject area of the message shall contain the invoice number, contract number, and contract specialist's name. The electronic copy of the invoice shall be in a format that is supported by Microsoft Office (Microsoft Word or Excel), or Adobe Acrobat (.pdf).  
(D) The Contractor shall prepare invoices and contract financing requests in accordance with the attached billing instructions. (See Attachment E )

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H. 1 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995)

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

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

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

### H. 2 307-17 CONFLICT 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:

- 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 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 (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, 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. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of 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).

H. 3 307-19 REDACTED PROPOSALS (DECEMBER 1998)

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

H. 4 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required forms, responses or reports when due; failure to perform or deliver required work, supplies, or services; or, failure to meet any of the requirements of the contract, to include all requirements as specified in Clause 307-13 Department Security Requirements, will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays or Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

H. 5 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed: TO BE FILLED IN AT TIME OF AWARD

H. 6 307-3 DUAL COMPENSATION (MARCH 1985)

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

H. 7 307-8 PAYMENT OF PRINTING TO BE PERFORMED BY THE GOVERNMENT PRINTING OFFICE (APRIL 1992)

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

H. 8 317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999)

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

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

H. 9 313-2 SUBCONTRACT APPROVAL (AUGUST 1998)

The contractor shall obtain the Contracting Officer's approval prior to entering into any subcontracting agreement with another concern in the performance of an 8(a) contract.

The Contracting Officer will not approve any subcontracting arrangement where:

- (1) The performance of work requirements set forth in 13 CFR 124.314 would not be met;
- (2) The proposed subcontractor has been suspended, debarred, or determined to be ineligible by any Federal agency;
- (3) The Contracting Officer determines that the proposed subcontractor would control the performance of the requirement;
- (4) The Contracting Officer determines that the proposed subcontracting relationship is not an arms length agreement; or
- (5) The Contracting Officer determines that the proposed subcontracting arrangement is an attempt to circumvent the Small Business Administration's size regulations.

H. 10 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

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

H. 11 307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

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

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

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

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

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

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

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

H. 12 306-18 PROCESSING OF NOTICE OF ASSIGNMENT OF CLAIMS(MARCH 1987)

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

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

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

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

H. 13 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with TO BE FILLED IN AT TIME OF AWARD in the amount stated in its final proposal revision.

H. 14 307-24 CONSULTANT SERVICES AND CONSENT (APRIL 1986)

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

H. 15 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility

needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition.

A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>

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

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

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

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

H. 16 307-13 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 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 Contract Specialist via phone at \_\_\_\_\_ or via e-mail at \_\_\_\_\_. Contractor employee positions required under this contract and their designated risk levels: High Risk (HR): \_\_\_\_\_ Moderate Risk (MR): \_\_\_\_\_ Low Risk (LR): \_\_\_\_\_ 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. 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.

H. 17 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)

(Reference 3452.227-70)

H. 18 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 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60-months: Option Period I September 2009 to September 2010 (dates to be filled in at time of award) Option Period II-September 2010-2011 (dates to be filled in at time of award) Option Period III- September 2011 to September 2012 (dates to be filled in at time of award), Option Period IV-September 2012 to September 2013 (dates to be filled in at time of award)

(End of Clause)

H. 19 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days

(End of Clause)

H. 20 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)

(Reference 3452.242-72)

H. 21 3452.215-33 ORDER OF PRECEDENCE (AUG 1987)

(Reference 3452.215-33)

**SECTION I  
CONTRACT CLAUSES**

I. 1 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 2 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 3 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-1 I)

I. 4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

I. 7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-12)

I. 10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)

(Reference 52.203-13)

I. 11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 52.209-6)

I. 13 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(Reference 52.215-2)

I. 14 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

(Reference 52.215-15)

I. 15 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

- (Reference 52.215-18)
- I. 16 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
- (Reference 52.219-6)
- I. 17 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- (Reference 52.219-8)
- I. 18 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- (Reference 52.219-14)
- I. 19 52.222-3 CONVICT LABOR (JUN 2003)
- (Reference 52.222-3)
- I. 20 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (Reference 52.222-21)
- I. 21 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- (Reference 52.222-26)
- I. 22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]
- (Reference 52.222-35)
- I. 23 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- (Reference 52.222-36)
- I. 24 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- (Reference 52.222-37)
- I. 25 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)
- (Reference 52.222-50)
- I. 26 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- (Reference 52.223-6)
- I. 27 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- (Reference 52.223-14)
- I. 28 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- (Reference 52.224-1)
- I. 29 52.224-2 PRIVACY ACT (APR 1984)
- (Reference 52.224-2)
- I. 30 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

(Reference 52.225-13)

I. 31 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(Reference 52.227-1)

I. 32 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

(Reference 52.227-14)

I. 33 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

(Reference 52.227-17)

I. 34 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(Reference 52.229-3)

I. 35 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

I. 36 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference 52.232-8)

I. 37 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 52.232-9)

I. 38 52.232-11 EXTRAS (APR 1984)

(Reference 52.232-11)

I. 39 52.232-17 INTEREST (JUN 1996)

(Reference 52.232-17)

I. 40 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 41 52.232-25 PROMPT PAYMENT (OCT 2003)

(Reference 52.232-25)

I. 42 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 43 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

I. 44 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 45 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 46 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 47 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 48 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

(Reference 52.244-6)

I. 49 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 50 52.248-1 VALUE ENGINEERING (FEB 2000)

(Reference 52.248-1)

I. 51 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(Reference 52.249-2)

I. 52 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 53 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

(Reference 52.252-2)

I. 54 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987)

(Reference 3452.227-71)

I. 55 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (AUG 1987)

(Reference 3452.242-73)

I. 56 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(Reference 52.216-7)

I. 57 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(Reference 52.228-7)

I. 58 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 52.232-20)

I. 59 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)

(Reference 52.242-3)

I. 60 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 52.222-20)

I. 61 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

- I. 62 52.232-16 I PROGRESS PAYMENTS (APR 2003)--ALTERNATE I (MAR 2000)  
(Reference 52.232-16 I)
- I. 63 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)  
(Reference 52.215-8)
- I. 64 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)  
(Reference 52.204-7)
- I. 65 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUN 2007)  
(Reference 52.219-28)
- I. 66 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005)  
(Reference 52.222-4)
- I. 67 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)  
(Reference 52.215-19)
- I. 68 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)  
(Reference 52.227-23)

**SECTION J**  
**LIST OF ATTACHMENTS**

J. 1 309-1a LIST OF ATTACHMENTS (APRIL 1984)

Attachment A, Performance Work Statement; Attachment B, Quality Assurance Surveillance Plan;  
Attachment C, Contractor Performance Information; Attachment D, Price Schedule

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

K. 1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541611
- (2) The small business size standard is \$6.5 million
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronic ally, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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 Provision)

K. 2 307-17a CONFLICT OF INTEREST CERTIFICATION (AUG 2007)

(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, 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. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of 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 \_\_\_\_\_

#### K. 3 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

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

update all outdated information on file.

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

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

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

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

(E) Cognizant Government:  
Audit Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Auditor: \_\_\_\_\_

(F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:  
Sales:  
Government cost-reimbursement type prime contracts and subcontracts: \$ \_\_\_\_\_  
Government fixed-price prime contracts and subcontracts: \$ \_\_\_\_\_  
Commercial Sales: \$ \_\_\_\_\_  
Total Sales: \$ \_\_\_\_\_  
(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.  
Total Sales for First Preceding Fiscal Year \$ \_\_\_\_\_  
Total Sales for Second Preceding Fiscal Year \$ \_\_\_\_\_

(G) Is company an ED rate entity or division?  
\_\_\_\_\_  
If a division or subsidiary corporation, name parent company: \_\_\_\_\_

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

(I) Manpower:  
Total Employees: \_\_\_\_\_  
Direct: \_\_\_\_\_  
Indirect: \_\_\_\_\_  
Standard Work Week (Hours): \_\_\_\_\_

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

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

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

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

Has your cost estimating system been approved by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, give name and location of agency: \_\_\_\_\_

Has your cost accumulation system been approved by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, give name and address of agency: \_\_\_\_\_

(M) What is your fiscal year period?  
(Give month-to-month dates): \_\_\_\_\_

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

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

- Other \_\_\_\_\_
- (N) Have the proposed indirect cost rate(s) been evaluated and \_\_\_\_\_  
 accepted by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, name and location of the Government agency: \_\_\_\_\_  
 Date of last pre-award audit review by a Government agency: \_\_\_\_\_  
 (If the answer is no, data supporting the proposed rates  
 must accompany the cost or price proposal. A breakdown of  
 the items comprising overhead and G&A must be furnished.)
- (O) Cost estimating is performed by:  
 Accounting Department: \_\_\_\_\_  
 Contracting Department: \_\_\_\_\_  
 Other (describe) \_\_\_\_\_
- (P) Has system of control of Government property been approved  
 by a Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, name and location of the Government agency: \_\_\_\_\_
- (Q) Purchasing Procedures:  
 Are purchasing procedures written? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Has your purchasing system been approved by a Government  
 agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, name and location of the Government agency: \_\_\_\_\_
- (R) Does your firm have an established written incentive  
 compensation or bonus plan? Yes \_\_\_\_\_ No \_\_\_\_\_

K. 4 310-1 REPRESENTATION AUTHORITY (JANUARY 2005)

Based on a FAR change, specifically in reference to FAR clauses 52.204-8,  
 Annual Representations and Certifications, and 52.212-3, Offeror  
 Representations and Certifications - Commercial Items, vendors are required  
 to use the Online Representations and Certifications Application (ORCA), a  
 new, web-based, Federal Integrated Acquisition Environment (IAE) initiative  
 that centralizes and standardizes the collection, storage and viewing of  
 many of the representations and certifications required by the Federal  
 Acquisition Regulations (FAR) and previously found in Section K. Vendors  
 should go to <http://orca.bpn.gov/> to complete the requirements of Section K  
 of the solicitation. However, all FAR and ED clauses NOT in ORCA should  
 still be completed.

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

(Name of Offeror)	(RFP No.)
(Signature of Authorized Individual)	(Date)
(TYPED NAME OF AUTHORIZED INDIVIDUAL)	

Note: The penalty for making false statements in offers is

prescribed in 18 U.S.C. 1001.

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

K. 5 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

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

---

---

---

(Date)

K. 6 313-3 COMPETITIVE BUSINESS MIX CERTIFICATION (APRIL 1995)

- (A) [ ] The offeror is in the developmental stage.
- (B) [ ] The offeror acknowledges that it is currently in the transition stage of 8(a) Program participation and certifies that it is compliance with the non 8(a) business activity targets established pursuant to 13 CFR 124.312(c).
- (C) [ ] The offeror certifies that it is in compliance with the remedial measures imposed by SBA, if any, pursuant to 13 CFR 124.312(c)(9) [Misrepresentation by falsely certifying to past compliance with the non-8(a) business activity targets established in the business
  - (1) Punishment by a fine of not more than \$500,000 or imprisonment for not more than 10 years, or both;
  - (2) The administrative remedies prescribed by the Program fraud Civil Remedies Act of 1986 (31 USC 3801-3812);
  - (3) Suspension and debarment as specified in 13 CFR 145 of Subpart 9.4 of Title 48 Code of Federal Regulation (or any successor regulation) on the basis that such misrepresentation indicates a lack of business integrity that seriously and directly effects the present responsibility of a person or entity to transact business with the Federal Government; and
  - (4) Ineligibility for participation in any program or activity conducted under the authority of the Small Business Act of the Small Business Investment Act for a period of not to exceed 3 years.]

K. 7 310-6 DUPLICATION OF COST (MARCH 1985)

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

K. 8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(Reference 52.204-6)

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L. 1 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997)

(Reference 52.215-1 I)

L. 2 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(Reference 52.215-16)

L. 3 52.233-2 SERVICE OF PROTEST (SEP 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 Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Stephanie Girard 550 12th Street, SW Room 7129 Washington, DC 20202

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

(End of Provision)

L. 4 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):

(End of Provision)

L. 5 311-1 TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a Fixed-Price with Award Fee with a cost reimbursable line item for Task 7 type contract

from this solicitation.

L. 6 311-2 GENERAL INSTRUCTIONS (APRIL 1999)

The following instructions establish the acceptable minimum requirements for the format and content of proposals: Your special attention is directed to the requirements for technical and business proposals and past performance report to be submitted in accordance with these instructions. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Copies of general provisions may be obtained by contacting the Contracting Officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included. The proposal must be prepared in three parts: A "Technical Proposal," "Business Proposal," and a "Past Performance Report." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. The proposal must be signed by an official authorized to bind your organization. You must submit an original and 4 copies of your technical

proposal and an original and 4 copies of your business proposal and an original and one copy of your past performance report to: U.S. Department of Education Contracts and Acquisitions Management 550 12th Street, SW, 7th Floor Room 7156 , Washington, DC 20202 Hand-carried proposals must be delivered by entering the building and stopping at the Guard's Desk. Offerors are directed to call Amanda Woodard (202) 245-6838 , the Contracts and Acquisitions Management Procurement Technician responsible for receiving proposals (if no answer is received at this number please call the number listed under clause 311-6). Offerors should indicate the RFP number for which they are submitting a proposal and should have proper identification. Offerors will be required to sign in and be escorted to Contracts and Acquisitions Management, where the proposal will be officially received. Offerors should consider this delay in meeting the time specified for proposal receipt. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M (if applicable) of this request for proposals. Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content. It is understood that your proposal will become part of the official contract file. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. The RFP and all of the attachments including the Statement of Work will be available on the OCFO Web Site from the Contract Information/Contract Documents On-Line Page. The Internet address is <http://www.ed.gov/fund/contract/apply/currrfp.html>. For technical questions on the Contracts Information Web Site, call Gary Weaver at 202/245-6138.

L. 7 311-5 FORMS CLEARANCE PROCESS (MARCH 1986)

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

L. 8 311-9 COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT (JUNE 1998)

Small Business Comments are Important:

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

L. 9 314-1 PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major subcontractors. Major, as defined here and in the remainder of

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

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

Include the following information for each contract and subcontract:

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

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

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

guidance on including information on experience or how experience will be evaluated refer to the technical proposal instructions and evaluation criteria.

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

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

E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it to the contracting officer as prescribed on the form. Completed forms from references are due 10 calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.

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

L. 10 311-4a BUSINESS PROPOSAL INSTRUCTIONS (AUG 2007)

The offeror(s) business proposal must contain the following information. This RFP may contain additional RFP-specific business proposal instructions elsewhere in Section L or in Section J. A. Standard Form 33, "Solicitation, Offer and Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors or Quoters of Section K" must be properly filled out and signed by an official authorized to bind the offeror. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. B. The information, if any, required by the provision FAR 52.215-20, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, Alternative IV" as incorporated in Section L of this solicitation. C. Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to acquire the item with your own funds. The description shall include the following elements for individual items which will exceed \$1,000 in cost: (1) A brief statement of function; (2) manufacturer and manufacturer's brand name, model or part number; and (3) vendor and its proposed price. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract. D. Other Administrative Details: (1) The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations. (2) Block 12 of Standard Form 33 must contain a Statement to the effect that your offer is firm for a period of at least 90 days Enter number of calendar days offer is firm for calendar days from the date of receipt of offers specified by the Government. E. Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following: (1) The offeror's financial capability; including detail for the accounting system and controls employed by the offeror; (2) the offeror's capability to meet delivery or performance schedules; (3) the offeror's record of past performance, including a listing of references with contract and grant numbers and the addresses and phone numbers of those with whom the offeror has most recently conducted business. (4) the offeror's record of business integrity; (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them; (6) the offeror's possession of necessary facilities; or the ability to obtain them; (7) the offeror's compliance with subcontract requirements; and (8) any other special considerations involved in the acquisition. F. Conflict of Interest Plan - The Offeror shall submit a Conflict of Interest

Plan, providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan should also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan should indicate that such policies and procedures are operative throughout the period of performance of the contract or task order. The policies should address, at a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest should be included in the plan. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The thoroughness, completeness and effectiveness of the Plan shall be evaluated as part of the Offeror's overall proposal. The Plan will be incorporated into the contract or task order awarded to the successful Offeror. NOTE: THESE DESCRIPTIONS AND STATEMENTS SHOULD ALSO BE INCORPORATED IN THE TECHNICAL PROPOSAL, AS CONDUCTIVE OF SEPARATE EXAMINATION BY THE TECHNICAL EVALUATORS DURING THE PROCESS OF TECHNICAL EVALUATION.

L. 11 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

(Reference 52.232-13)

L. 12 ADDITIONAL BUSINESS PROPOSAL INSTRUCTIONS

Offerors must submit complete information in sufficient detail for the Government to determine whether the price is fair and reasonable. Offerors shall submit a breakdown by task, by year and for the total amount of the contract. It is anticipated that this contract should be awarded as Performance-based Fixed- Price with Award Fee with a cost reimbursable line for Task Order 7.

Business proposals are not restricted to a page limit. Offerors should submit adequate data to allow complete analysis and evaluation of costs proposed. The Business Proposal must be submitted as a separate attachment from the Technical proposal.

In the business proposal, offerors should repeat the staffing plan included in the technical proposal. A summary sheet shall be included as well with an overall total of labor hours between prime and proposed subcontractors, if any.

The following shall also be included in the offerors business proposal:

- \* Price broken down between each task and a summary price for the project overall.
- \* Offeror's must include the maximum award fee amount stated in the Quality Assurance Surveillance Plan, Attachment B in their final proposed price.
- \* All labor hours must be broken down by hours and include the personnel name, position title and hourly rate.
- \* The proposal shall contain breakdowns of direct charges for personnel, materials, supplies, consultants, equipment, telephone, printing, and any major budget items and a narrative describing the use of any assumptions.
- \* Proposed base fee expressed in % and dollar amount.
- \* Budget breakouts for each proposed subcontractor.

Proposed Subcontractors:

For each proposed subcontractor, the offeror must submit as part of their proposal the following for each:

- 1) Name and size (large or small) of the proposed subcontractor.
- 2) What percentage and dollar amount will be given to the proposed subcontractor from your total budget.
- 3) Identify the task/sub-task to be performed by the subcontractor.
- 4) How the offeror chose the proposed firm and why (what competition took place).
- 5) Is the selection of services technically justified.
- 6) How was adequate price competition obtained.
- 7) On what basis is the offeror selecting and determining the responsibility of the particular proposed subcontractor.
- 8) Has the offeror performed adequate price competition and using what method.
- 9) Detailed budget for each proposed subcontractor with costs broken down by tasks to be performed by labor hours, rates, direct costs, etc. including a written narrative of costs describing direct costs and how expenses are allocated in each cost pool proposed.

This information is necessary in order for the CO to provide subcontractor approval. If an award is made, a copy of each approved subcontract shall be provided to the Contract Specialist identified in the contract. The prime contractor is to provide assurance that the prime will perform 50 percent of the work.

Responsibility Statement:

- 1) The offerors financial capability; including detail for the accounting system the offeror utilizes and controls employed by the offeror.
- 2) The offerors capability to meet delivery or performance schedules
- 3) The offerors record of business integrity
- 4) The offerors possession of necessary organizational experience, technical skills or the ability to obtain them;
- 5) The offeror's compliance with subcontract requirements

Deliverable Schedule:

The offeror shall associate a total price for each Task/Subtask listed as part of Attachment D, Pricing Schedule.

Other Administrative Details:

- a) A person identified to be the contractor administrator should award be received, including name, title, phone number, and email.
- b) A list of designated key personnel for this contract.

L. 13 311-6 CLARIFICATION QUESTIONS (APRIL 1998)

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

Amanda Woodard 550 12th Street, SW, Room 7156 Washginton, DC 20202 Fax: (202) 245-6280 Email: Amanda.Woodard@ed.gov

ED will accept clarification questions until August 4, 2008 . After this date ED

does not guarantee that a response will be given.

Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

L. 14 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(Reference 52.204-6)

L. 15 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks. You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience, and specific requirement related or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract. The technical proposal must be prepared and submitted in the following format: A. Organization of Technical Proposal

Offerors are requested to follow the format and content suggestions in preparing their technical proposals:

1. Introduction. Provide a brief description of the offeror's understanding of the task order objectives and scope of work.
2. Technical Plan. Provide a listing and description of the offeror's approach to each task in SOW

including how the work will be completed including the rationale and key considerations for approaching the task in the proposed manner. Provide a schedule of deliverables for each task including time for Department review of draft deliverables. Provide time for any contractor internal review and clearance procedures.

3. Management Plan. Provide a listing and description of each task. Indicate the names of key personnel for each task as well as hours or percentage of time to be allocated for each person for each task. Provide a schedule of delivery for each task including time for Department review of draft deliverables. Provide time for any contractor internal review and clearance procedures. Provide a listing of any materials or services the offeror expects the Department to provide (e.g. data, grantee applications, etc.).

4. Expertise, Experience, and Commitment of Proposed Staff. Indicate the names of key personnel for each task as well as hours to be allocated for each person for each task. As appropriate, indicate significant non-personnel resources to be applied to each task. Indicate the relationship between past staff experience and proposed assignments for this contract. Each senior staff person and consultant should be clearly identified and his/her qualifications should be fully described. Indicate current time commitments to both federal and non-federal contractual obligations and consulting assignments for all personnel who will be assigned to this project. The proposal must identify assigned personnel by name and indicate the percentage of their time committed to those contractual obligations.

5. Capabilities and Past Experience. Describe relevant experience of the organization and subcontractors in conducting activities similar to the proposed contract. Short abstracts of current work should include the name, current affiliation, and current telephone number of the study's project officer. Identify non-personnel resources, facilities, and equipment available for use in carrying out the activities of this contract.

6. Subcontract Plan. Indicate the tasks that will be subcontracted to other businesses, their capabilities and relevant experience in conducting activities similar to the proposed tasks.

#### B. Page Limitation for Proposals

Proposals must be 30 pages or less, double-spaced. The page limit does not include resumes of staff and staff commitment letters.

#### C. Authors of the Proposal

The authors of the technical proposal must be identified by name.

#### D. Alternative Approaches

Offerors are encouraged to suggest better, more efficient or creative ways to conduct this contract than have been outlined in the Performance Work Statement (PWS). Offerors shall fully describe and justify significant differences in approaches or from those described in the PWS.

#### E. Level of Effort

The Government estimates that the level of effort required to undertake the tasks described in this PWS is approximately 7865 hours in the base year and 9045 hours in each option year.

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

M. 1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(Reference 52.217-5)

M. 2 312-2 EVALUATION FACTORS FOR AWARD (MAY 2004)

(A) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, has no deficiencies (as defined in FAR 15.001) and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, price will be a substantial factor in source selection, however quality factors (including technical merit and past performance), considered together, are significantly more important than cost or price. The contracting officer will determine whether the difference in quality is worth the difference in cost or price.

(B) Past Performance

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

other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors, and key personnel records. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. The contracting officer will give greater consideration to information about an offeror's past performance that the contracting officer considers either more reliable or more relevant to the effort required by this solicitation.

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

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

#### Capabilities and Past Experience (40 points)

The extent to which:

- The Offeror's proposal demonstrates the Offeror's organizational capabilities and relevant experience in providing pre-conference, onsite, and post-conference services for large and small meetings. Evidence of the feasibility of administering a high-quality, cost-effective requirement of similar size and scope shall be provided.
- The Offeror provides a list of similar contracts undertaken and may provide a sample of products related to this solicitation to support their position.
- The Offeror clearly demonstrates their capacity to carry out all required tasks, evidenced by the inclusion of the appropriate equipment, facilities, and support staff.
- The extent to which the offeror presents evidence of prior work experience screening presenters for conflict of interest and conducting online research of presenters. The extent to which the offer provides a method for making recommendations to ED identifying potential conflicts of interest and demonstrates an understanding of the need that a range of views and expertise are represented. The offeror will work with ED and the technical assistance contractor should it appear that certain viewpoints or expertise are too heavily represented.
- The extent to which the offeror presents evidence of prior work experience with or thorough research of the Federal Advisory Committee Act (P.L. 92-463, as amended; 5 U.S.C., Appendix 2) (FACA). The offeror must have an understanding of the requirements and financial reporting procedures required by FACA. The offeror must also demonstrate its capabilities to arrange meetings with notice of four weeks or less as Advisory Committee meetings may have to be planned on short notice.

#### Soundness of the technical plan (25 points)

The degree to which:

- The interpretations, strategies, operations, and procedures proposed by the offeror are clear, complete, of high quality, and appropriate to meet the requirements described in ED's Statement of Work
- The interpretations, strategies, operations, and procedures proposed by the offeror demonstrate a clear understanding planning meetings of all sizes including large scale events of 6,000 attendees, facilitation of meetings, meeting audio/visual requirements, monitoring of large and small group sessions, conflict of interest screening, shuttle services between conference site and multiple hotels, and providing a final close out and evaluation of the meeting and conference activities.
- The offeror proposes the use of a database to facilitate the registration process associated with meeting planning. The offeror will create and maintain a database of all registrants for all meetings associated with the contract. The database will maintain profiles of each registrant, which will facilitate future registration processes. The offeror proposes the use of a portal to collect and organize all presentation materials for large conferences.
- The offeror proposes to partner and/or collaborate with other contractors and organizations related to the implementation of Reading First, such as the technical assistance contractor and monitoring/data collection contractor.

#### Expertise, experience, availability, and commitment of personnel (20 points)

The degree to which:

- Proposed personnel, including contractors and subcontractors, demonstrate the appropriate expertise and experience for the contract, i.e. the relationship between expertise and experience of proposed personnel and the specific work to be completed is clearly identified and appropriate
  - The proposed allocation of personnel resources and personnel time is appropriate to accomplish the work on time and to high standards
  - Employment history and current commitments of proposed personnel, letters of commitment from consultants, and other relevant assurances are provided that indicate commitment of proposed personnel to the duration of the contract and to completing the requirements of the contract on time and to high standards
  - Personnel include the offeror's employees, any consultants, and any employees of subcontractors proposed to have major responsibilities critical to meeting the requirements of the contract:
  - Key personnel: project director for the contract
- Key personnel: other senior leadership staff with responsibilities for operations of the core activities of the contract, including subcontractors. Other personnel: other staff who have major responsibilities for the contract including consultants.

Management Plan (15 points)

The degree to which:

- The offeror provides evidence of sound management structures and procedures, including fiscal management and the efficient and timely use of human resources
- The offeror describes sound plans to effectively manage and coordinate contract operations and personnel working on the contract, including subcontractors and consultants, as well as the offeror's employees
- The offeror presents sound milestones and procedures to support the completion of the work of the contract on time and to high standards, including descriptions of quality assurance systems and procedures to anticipate, prevent, and handle problems, including but not limited to the possible departure of personnel with major responsibilities for this contract
- The offeror provides management charts that are clear and concise with regards to the plan of operation